

Housing Element and Fair Share Plan

Fourth Round

Township of Delanco
Burlington County, New Jersey

May 14, 2025
Adopted June 3, 2025
Endorsed June 23, 2025

Clarke Caton Hintz



**TOWNSHIP OF DELANCO
JOINT LAND USE BOARD**

RESOLUTION 2025-08

**RESOLUTION OF THE JOINT LAND USE BOARD OF THE TOWNSHIP
OF DELANCO, BURLINGTON COUNTY, NEW JERSEY, ADOPTING
THE HOUSING ELEMENT AND FAIR SHARE PLAN FOR THE
TOWNSHIP'S MASTER PLAN FOR THE FOURTH ROUND
AFFORDABLE HOUSING OBLIGATION**

WHEREAS, in accordance with the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-310, as amended by P.L. 2024 c.2, the Administrative Directive #14-24, and the rules of the New Jersey Council on Affordable Housing ("COAH") contained at N.J.A.C. 5:93 et seq., the Fourth Round Housing Element and Fair Share Plan ("HEFSP" or the "Plan") has been prepared for Delanco Township ("Township"), of Burlington County, by Mary Beth Lonergan, PP, AICP of Clarke, Caton, Hintz, PC; and

WHEREAS, the Plan was prepared in order to update to the Township's 2016 Amended Third Round HEFSP adopted by the Joint Land Use Board on August 2, 2016, and endorsed by the Township Committee on August 15, 2016. This cumulative Fourth Round HEFSP will serve as the foundation for the Township's submission to the Superior Court of New Jersey and the Affordable Housing Dispute Resolution Program ("Program"); and

WHEREAS, the Township has fully satisfied its obligations for the Prior Round and Third Round through the completion of affordable housing units (COAH- and Court-approved); and

WHEREAS, on January 27, 2025, the Township Committee of Delanco adopted Resolution #2025-32, accepting the determination of the Township's Fourth Round Present Need/Rehabilitation Obligation and Prospective Need established by the State of New Jersey, Department of Community Affairs ("DCA"); and

WHEREAS, on April 8, 2025, the Township received a Court order affirming the Township's Fourth Round obligations in the Declaratory Judgment Action filed;

WHEREAS, notice was duly provided by the Joint Land Use Board consistent with the requirements of N.J.S.A. 40:55D-13 that the Board would conduct a public hearing on the HEFSP on June 3, 2025 to determine whether the Housing Element and Fair Share Plan was consistent with the goals and objective of the Township of Delanco's Master Plan, and whether adoption and implementation of the HEFSP is in the public interest, protects public health and safety, and promotes the general welfare; and

WHEREAS, consistent with the requirements of N.J.S.A. 40:55D-13, a copy of the HEFSP Plan was made available for public inspection during usual business hours at the Municipal Clerk's office at least ten (10) days in advance of the hearing.

NOW THEREFORE, BE IT RESOLVED by the Joint Land Use Board of the Township of Delanco, Burlington County in the State of New Jersey as follows:

1. Upon notice duly provided in a manner consistent with the requirements of N.J.S.A. 40:55D-13, the Joint Land Use Board conducted a public hearing on June 3, 2025 on the HEFSP dated May 14, 2025, which was prepared by the Township’s Professional Planning consultant, Mary Beth Lonergan, P.P., AICP.

2. At the June 3, 2025 hearing on the HEFSP, the Joint Land Use Board heard and considered the testimony of its Professional Planning consultant, Mary Beth Lonergan, P.P., AICP. At the hearing, the Board also invited public comment on the HEFSP for its consideration.

3. At the June 3, 2025 hearing, the Joint Land Use Board that determined that the HEFSP was consistent with the goals and objective of the Township of Delanco’s Master Plan, and that adoption and implementation of the Housing Element and Fair Share Plan was in the public interest, protects public health and safety, and promotes the general welfare; and

4. Based upon the foregoing, the Joint Land Use Board hereby adopts the Fourth Round Housing Element and Fair Share Plan dated May 14, 2025 prepared by its Professional Planning consultant, Mary Beth Lonergan, P.P., AICP.

5. Based upon the foregoing findings, the Joint Land Use Board hereby recommends that the HEFSP be formally endorsed by the Township Committee in furtherance of its constitutional obligations with respect to affordable housing.

6. The Board authorizes the Chairperson or Vice-Chairperson of the Board to sign the memorializing Resolution adopted at the time of the June 3, 2025 meeting and authorizes the Board Secretary to submit this signed Resolution to the Municipal Clerk for submission to the Township Committee.

ROLL CALL ON THE MOTION/FINDINGS: June 3, 2025:

Motion by: Ms. Moore Seconded by: Ms. Mader
All in favor: Mr. Fynan, Ms. Lohr, Ms. Mader, Mr. Matulewicz, Mr. McFadden,
Ms. Moore, Mr. Taraschi, Ms. Ellis
Voting against: None
Absent: Ms. Suess, Mr. Lord, Mr. Jass
Abstentions: None

ROLL CALL ON MEMORIALIZATION: June 3, 2025:

Motion by: Ms. Moore Seconded by: Mr. Fynan
All in favor: Mr. Fynan, Ms. Lohr, Ms. Mader, Mr. Matulewicz, Mr. McFadden,
Ms. Moore, Mr. Taraschi, Ms. Ellis
Voting against: None
Absent: Ms. Suess, Mr. Lord, Mr. Jass
Abstentions: None

CERTIFICATION

I hereby certify that this foregoing Resolution is a true memorializing Resolution, as adopted by the Delanco Township Joint Land Use Board in accordance with its decision at its Regular Public Meeting on June 3, 2025.

Attest:

THE DELANCO TOWNSHIP
JOINT LAND USE BOARD



Beverly G. Russell, RMC, Secretary



Carl Taraschi, Vice-Chairperson

Dated: June 3, 2025

Date of Approval: June 3, 2025

Date of Memorialization: June 3, 2025

**DELANCO TOWNSHIP
RESOLUTION NO. 2025-98**

**RESOLUTION OF DELANCO TOWNSHIP ENDORSING
THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN
AS ADOPTED BY THE DELANCO TOWNSHIP JOINT LAND USE BOARD AND
ADOPTING THE SPENDING PLAN ANNEXED THERETO AS APPENDIX K
AS THE TOWNSHIP'S FOURTH ROUND SPENDING PLAN**

WHEREAS, the New Jersey Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., was amended on March 20, 2024, per P.L. 2024, c.2, requiring the Department of Community Affairs ("DCA") to calculate the Fourth Round Present and Prospective Need Obligation of municipalities within the state and establishing the New Jersey Affordable Housing Dispute Resolution Program; and

WHEREAS, the Delanco Township Committee resolved in Resolution No. 2025-32 adopted on January 27, 2025 to accept the DCA-calculated Fourth Round Present Need (20 units) and Prospective Need (30 units) Obligations; and

WHEREAS, pursuant to the FHA, Administrative Directive No. 14-24, and Township Resolution No. 2025-32, the Township's professionals filed a Declaratory Judgment action with the Program under Docket Number BUR-L-219-25; and

WHEREAS, no parties challenged the Township's Fourth Round present and prospective need obligations; and

WHEREAS, on April 8, 2025, the Honorable Terrence R. Cook, A.J.S.C. entered an Order establishing the Township's Fourth Round Present Need Obligation as twenty (20) units and prospective need obligation of thirty (30) units; and

WHEREAS, the Township's Joint Land Use Board adopted the Fourth Round Housing Element and Fair Share Plan on June 3, 2025; and

WHEREAS, a true and accurate copy of the 2025 Fourth Round Housing Element and Fair Share Plan is annexed hereto as Exhibit A; and

WHEREAS, a true copy of the Resolution of the Joint Land Use Board adopting the 2025 Fourth Round Housing Element and Fair Share Plan is annexed hereto as Exhibit B; and

WHEREAS, in accordance with N.J.S.A. 52:27D-329.2, the Township's Fourth Round HEFSP includes the *Fourth Round Spending Plan of the Housing Element and Fair Share Plan* ("*Spending Plan*"), as Appendix "K";

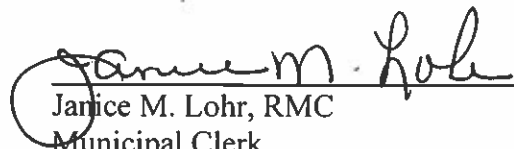
NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Delanco, Burlington County, State of New Jersey, hereby endorses the 2025 Fourth Round Housing Element and Fair Share Plan as adopted by the Delanco Township Joint Land Use Board; and

BE IT FURTHER RESOLVED, the Township hereby adopts the Spending Plan annexed to the Fourth Round Housing Element and Fair Share Plan as Appendix K, as the Township's Fourth Round Spending Plan, as required by N.J.S.A. 52:27D-329.2; and

BE IT FURTHER RESOLVED, the Township's professionals are directed to continue to take the actions necessary to continue participating in the Affordable Housing Dispute Resolution Program and Declaratory Judgment process.

DELANCO TOWNSHIP

I certify that the foregoing Resolution No. 2025-98 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Delanco at a meeting held on June 23, 2025.



Janice M. Lohr, RMC
Municipal Clerk



Housing Element and Fair Share Plan Fourth Round Plan

Joint Land Use Board
Township of Delanco
Burlington County, New Jersey

May 14, 2025.
Adopted June 3, 2025.
Endorsed June 23, 2025.

Prepared By:



Mary Beth Lonergan, PP, AICP

New Jersey Professional Planner License No. 4288



Tristan Harrison, PP, AICP

New Jersey Professional Planner License No. 6528

CLARKE CATON HINTZ, PC
100 Barrack Street
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(609) 883-8383

A signed and sealed original is on file with the Township Clerk

Township Committee

Carolyn Suess, Mayor
Kate Fitzpatrick, Deputy Mayor
Matt Bartlett, Committeeman
Phil McFadden, Committeeman
Fern Ouellette, Committeeman

Janice M. Lohr, RMC, Township Clerk
Douglas Heinold, Esq., Township Solicitor

Township Joint Land Use Board

Thomas Lord, Class IV, Chair
Carolynn Suess, Class I, Mayor
Janice Lohr, Class II, Township Official
Phillip McFadden, Class III, Committee Member
William Matulewicz, Class IV
Ann Moore, Class IV
Theresa Mader, Class IV
Carl Taraschi, Class IV
Thomas Fynan, Class IV
Stephen Jass, Alternate 1
Vacant, Alternate 2
Christiana Ellis, Alternate 3

Beverly Russell, RMC, Board Secretary
M. Lou Garty, Esq., Board Solicitor
Hugh Dougherty, PE, CME, Board Engineer
Michelle Taylor, PP, AICP, CNU-A, Board Planner

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EXECUTIVE SUMMARY

This Fourth Round Housing Element and Fair Share Plan (“HEFSP”) has been prepared for Delanco Township (“Township”), of Burlington County, in accordance with the New Jersey Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-310 as amended by P.L. 2024 c.2, the Administrative Directive #14-24, and the rules of the New Jersey Council on Affordable Housing (“COAH”) contained at N.J.A.C. 5:93 *et seq.* This plan is an update to the Township’s 2016 Amended Third Round HEFSP adopted by the Joint Land Use Board on August 2, 2016, and endorsed by the Township Committee on August 15, 2016. This cumulative Fourth Round HEFSP will serve as the foundation for the Township’s submission to the Superior Court of New Jersey and the Affordable Housing Dispute Resolution Program (“Program”).

A municipality’s affordable housing obligation has four components: Fourth Round Present Need (Rehabilitation Share), Prior Round Prospective Need, Third Round “Gap” and Prospective Need, and Fourth Round Prospective Need.

In August 2016, the Township entered into a settlement agreement with the Fair Share Housing Center (“FSHC”) to set the Township’s Prior Round Prospective Need as previously established by COAH and to establish the Township’s Third Round “Gap”/Prospective Need as follows:

- Prior Round Prospective Need: 61
- Third Round “Gap”/Prospective Need: 131

The Township has fully satisfied its obligations for the Prior Round and Third Round through the completion of affordable housing units (COAH- and Court-approved) including a mix of off-site sale and rental affordable units by the developer of Russ Farm and the non-profit entities (MEND and Salt & Light), on-site affordable sale units at River’s Edge inclusionary housing development, the Creekside inclusionary development which includes affordable rental units, the 100% senior affordable housing development at Zurbrugg Mansion, the 100% family affordable housing development at Cornerstone, a regional contribution agreement (“RCA”) with the Borough of Palmyra funded by the developer of Russ Farm, and Prior Round and Third Round rental bonuses. The Township received a Third Round Final Judgment of Compliance and Repose (“JOR”), dated August 17, 2017, approving the Township’s Third Round HEFSP, and granting the Township immunity from a ‘builder’s remedy’ lawsuit through July 8, 2025.

On January 27, 2025, the Township Committee of Delanco adopted Resolution #2025-32 accepting the determination of the Township’s Fourth Round Present Need/Rehabilitation Obligation and Prospective Need by the New Jersey Department of Community Affairs (“DCA”). On April 8, 2025, the Township received a Court order

(Appendix B) affirming the Township’s Fourth Round obligations in the DJ Filing as follows:

- Fourth Round Present Need: 20 units
- Fourth Round Prospective Need: 30 units

The Township plans to satisfy its Fourth Round Prospective Need obligation through the use of existing, completed affordable housing units at 100% affordable housing sites that were either Third Round excess senior affordable credits (Abundant Life/Living Springs) or surplus family affordable credits (Cornerstone at Delanco).

The Township plans to address its Fourth Round Present Need/Rehab Share through participation in rehabilitation programs offered by the Burlington County Department of Community Development and Housing and by allocating funds from the Township’s affordable housing trust fund toward rehabilitation of existing affordable rental units.

NEW JERSEY AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND

In the 1975 Mount Laurel¹ decision, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide diversity and choice in the housing types permitted in the municipality, including housing for low- and moderate-income households. In its 1983 Mount Laurel II decision,² the New Jersey Supreme Court extended to all municipalities with any “growth area” as designated in the State Development Guide Plan (now superseded by the State Development and Redevelopment Plan, or SDRP) the obligation to provide their “fair share” of a calculated regional need for affordable units. Mount Laurel II also introduced a “builder’s remedy” if a municipality was not providing of its fair share of affordable housing. A builder’s remedy may permit a developer that is successful in litigation the right to develop what is typically a higher density multi-family project on land not zoned to permit such use, so long as a “substantial” percentage of the proposed units would be reserved for low- and moderate-income households.

In 1985, in response to Mount Laurel II, the New Jersey Legislature enacted the Fair Housing Act (“FHA”).³ The FHA created the Council on Affordable Housing (“COAH”) as an administrative body responsible for oversight of municipalities’ affordable housing efforts, rather than having oversight go through the courts. The Legislature charged COAH with promulgating regulations (i) to establish housing

¹ Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975)

² Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983)

³ N.J.S.A. 52:27D-301 et seq.

regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to use in determining and addressing their fair share obligations, and (iv) to create a process for the review and approval of municipal housing elements and fair share plans.

COAH's First and Second Rounds (1987-1999)

COAH created the criteria and regulations for municipalities to address their affordable housing obligations. COAH originally established a methodology for determining municipal affordable housing obligations for the six-year period between 1987 and 1993,⁴ which period became known as the First Round. This methodology established an existing need to address substandard housing that was being occupied by low- and moderate-income households (variously known as “present need” or “rehabilitation share”), and calculated future demand, to be satisfied typically, but not exclusively, with new construction (“prospective need” or “fair share”).

The First Round methodology was superseded in 1994 by COAH's Second Round regulations.⁵ The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. These regulations identified a municipality's cumulative obligations for the First and Second Rounds. Under regulations adopted for the Third Round, a municipality's obligation to provide affordable housing for the First and Second Rounds is referred to cumulatively as the Prior Round obligation.

COAH's Third Round and Related Judicial and Legislative Activity, (1999-2025)

The FHA had originally required housing rounds to be for a six-year period for the First and Second Rounds. In 2001, the time period increased to a 10-year period consistent with the Municipal Land Use Law (“MLUL”). In order to utilize 2000 census data, which hadn't yet been released, COAH delayed the start of the Third Round from 1999 to 2004, with the Third Round time period initially ending in 2014. In December 2004, COAH's first version of the Third Round rules⁶ became effective, and the 15-year Third Round *time period* (1999 – 2014) was condensed into an affordable housing *delivery period* from January 1, 2004, through January 1, 2014.

The 2004 Third Round rules marked a significant departure from the methods utilized in COAH's Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a

⁴ N.J.A.C. 5:92-1 *et seq.*

⁵ N.J.A.C. 5:93-1.1 *et seq.*

⁶ N.J.A.C. 5:94-1 and 5:95-1



“growth share” approach that linked the production of affordable housing to residential and non-residential development in a municipality.

On January 25, 2007, a New Jersey Appellate Court decision⁷ invalidated key elements of the first version of the Third Round rules, including the growth share approach, and the Court ordered COAH to propose and adopt amendments to its rules. COAH issued revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008), which largely retained the growth share approach.

Just as various parties had challenged COAH’s initial Third Round regulations, parties challenged COAH’s 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision on the challenges.⁸ The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round, again ruling that COAH could not allocate obligations through a growth share formula. Instead, the Appellate Division directed COAH to use methods similar to those used in the First and Second Rounds.

Third Round Judicial Activity

After various challenges were filed, on September 26, 2013, the New Jersey Supreme Court upheld the Appellate Court decision⁹ and ordered COAH to prepare the necessary rules. COAH failed to adopt new rules, and more challenges ensued.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on Fair Share Housing Center’s (“FSHC’s”) Motion in Aid of Litigant’s Rights, which became known as Mount Laurel IV.¹⁰ In this decision, the Court transferred responsibility for reviewing and approving housing elements and fair share plans from COAH to designated Mount Laurel trial judges, declaring COAH “moribund.” Municipalities were now to apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. The Mount Laurel trial judges, with the assistance of a Court-appointed Special Adjudicator, were tasked with reviewing municipal plans much in the same manner as COAH had done previously. Those towns whose plans were approved by the Court received a Judgment of Compliance and Repose, the court equivalent of COAH’s substantive certification.

While the New Jersey Supreme Court’s decision set a process in motion for towns to address their Third Round obligation, the decision did not assign those obligations.

⁷ In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1 (2007)

⁸ In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (2010)

⁹ In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013)

¹⁰ In re Adoption of N.J.A.C. 5:96 & 5:97, 221 NJ 1 (2015)



Instead, that was to be done by the trial courts, although ultimately most towns entered into settlement agreements to set their fair share obligations. The Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and those components of COAH's 2008 regulations that were specifically upheld, as well as the FHA, in their preparation of Third Round housing elements and fair share plans.

On January 17, 2017, the New Jersey Supreme Court rendered a decision¹¹ that found that the period between 1999 and 2015, now known as the "gap period," when no valid affordable housing regulations were in force, generated an affordable housing obligation. This obligation required an expanded definition of the municipal Present Need obligation to include the unaddressed housing needs of low- and moderate-income households that had formed during the gap period. This meant that the municipal affordable housing obligation would now comprise four components: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction).

Third Round Legislative Activity

In addition, the New Jersey Legislature has amended the FHA several times in recent years.

On July 17, 2008, P.L. 2008 c. 46 (referred to as the "Roberts Bill" or "A500") was enacted, which amended the FHA in a number of ways. Key provisions included the following:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated new regional contribution agreements ("RCAs") as a compliance technique available to municipalities; previously a municipality could fund the transfer up to 50% of its fair share to so called "receiving" municipalities;
- It added a requirement that 13% of all affordable housing units be restricted to very low-income households, which it defined as households earning 30% or less of median income; and
- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection. This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court approves the municipal spending plan.¹²

¹¹ In Re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J. 508 (2017)

¹² In the Matter of the Adoption of the Monroe Township Housing Element and Fair Share Plan, and Implementing Ordinances

In July 2020, the State amended the FHA again to require, beginning in November 2020, that all affordable units that are subject to affirmative marketing requirements also be listed on the state's Affordable Housing Resource Center website.¹³ All affordable housing affirmative marketing plans are now required to include listing on the State Affordable Housing Resource Center website.

The Fourth Round (2025-2035)

On March 20, 2024, the FHA was amended again (as were other statutes). This amendment, P.L. 2024 c.2:

- Formally abolishes COAH;
- Requires the state Department of Community Affairs (“DCA”) to promulgate municipal obligations using an adjusted methodology. These obligations are to be considered advisory, not binding;
- Establishes a timeline within which municipalities need to adopt and submit binding resolutions stipulating to their Fourth Round fair share obligations, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Requires the New Jersey Housing and Mortgage Finance Agency (“HMFA”) and DCA to update rules and standards governing affordable housing production, trust funds, and affordable housing administration;
- Establishes a Court-based Affordable Housing Dispute Resolution Program (“Program”) that will be responsible for challenges to municipalities’ affordable housing obligation determinations and compliance efforts;
- Establishes a longer control period – 40 years, rather than 30 years – for new affordable rental units;
- Changes the criteria for affordable housing bonuses, making various additional categories of affordable housing eligible for bonuses;
- Establishes a timeline within which municipalities need to take various steps toward adoption of a Housing Element and Fair Share Plan, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Establishes new reporting and monitoring procedures and deadlines for both affordable units and affordable housing trust funds, and assigns oversight for reporting and monitoring to DCA.

(2015)

¹³ <https://www.nj.gov/njhrc/>

In December 2024, the Administrative Office of the Courts issued Administrative Directive #14-24, establishing procedures for implementation of the Program and for municipalities to file their Fourth Round Declaratory Judgment (“DJ”) filings, etc. As detailed under the section covering requirements of an HEFSP, the Administrative Directive also set requirements for what must be included in a compliant Fourth Round HEFSP.

This plan has been prepared to meet the requirements of the FHA as most recently amended, as well as the 2024 Administrative Directive and all applicable regulations.

DELANCO TOWNSHIP’S AFFORDABLE HOUSING HISTORY

Delanco’s Prior Round (1987-1999)

In the First Round, the Township received a Final Judgment of Compliance and Repose in November 1991 granting the Township a six-year period of immunity from April 1991 to April 1997 and settling prior litigation in the matter Delanco Land Partnership v. Township of Delanco, Docket No. BUR-L-2673-89. The Township’s First Round HEFSP addressed a new construction obligation of 34 units and a rehabilitation share of 13 units, based on the 1980 census.

Following COAH’s adoption of Second Round rules, the Township petitioned COAH with a Second Round HEFSP in April 1997. The Township’s Second Round HEFSP addressed a new construction obligation of 61 units and a rehabilitation obligation of 17 units, based on the 1990 Census. In October 1998, the Township received substantive certification from COAH and maintained immunity through the remainder of the Second Round.

Delanco’s Third Round (1999-2025)

In the Third Round, the Township filed actions with the Court to maintain immunity during complications arising from State legislative and judicial activity. In December 2008, the Township adopted an initial Third Round HEFSP to address a growth share obligation of 122 units, a Prior Round obligation of 61 units, and a Third Round rehabilitation obligation of 7 units based on the 2000 census. In October 2010, the Township amended its Third Round HEFSP to:

- Remove the previously proposed inclusionary zoning for the Pellegrino site (at the request of the site’s new owner Braga Construction);
- Allocate 13 Prior Round surplus credits towards the Third Round growth share;
- Add additional senior affordable units totaling 27 units at the completed Zurbrugg Mansion affordable senior housing redevelopment;

- Add five (5) additional supportive/special needs affordable housing units at the approved Abundant Life (Living Springs) affordable housing development; and
- Reduce the number of affordable family rental units required from the Cornerstone at Delanco site (contemplated then as an inclusionary development).

Delanco continued to maintain immunity following the New Jersey Supreme Court's Mount Laurel IV decision, in which the Township was deemed to be a *participating municipality*. In 2015, the Township filed its Third Round DJ Action in Superior Court to formally address an undetermined Third Round fair share obligations after the Supreme Court ruled that COAH's initial Third Round 'growth share' approach was unconstitutional as it did not comply with either the FHA, nor with the Mount Laurel doctrine. In August 2016, the Township entered into a settlement agreement with FSHC that established the Township's Third Round affordable housing obligations and compliance standards. The court-approved Third Round settlement with FSHC established the Township's Third Round Present Need/Rehab Share at 23 based on the 2010 census, set the Prior Round Prospective Need at 61, and established the Third Round "Gap"/Prospective Need at 131.

The Township again amended its Third Round HEFSP in 2016 and received a Third Round JOR dated August 17, 2017 approving Delanco's 2016 Third Round HEFSP and granting the Township immunity from a 'builder's remedy' lawsuit through July 8, 2025.

Delanco's Fourth Round (2025-2035)

This Fourth Round HEFSP addresses Delanco's cumulative fair share obligations including the Township's Fourth Round affordable housing obligations pursuant to the FHA as amended in March 2024 (P.L. 2024, c.2). This plan has been prepared in accordance with the new law and Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024. On January 27, 2025, the Township Committee of Delanco adopted Resolution #2025-32 accepting the determination of the Township's Fourth Round Present Need of 20, based on the 2020 census and the 30 Prospective Need by DCA pursuant to its October 2024 Fourth Round Methodology Report. On January 28, 2025, the Township filed its Fourth Round Declaratory Judgment ("DJ") action with the Program/Superior Court (Appendix A), pursuant to the requirements of the amended FHA and the Administrative Directive #14-24. The Township subsequently received a Court order on April 8, 2025, approving the Township's Fourth Round obligations.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under the amended FHA as a dwelling, either for sale or rent that is within the financial means of households of very low-, low- or moderate-

income as income is measured within each housing region. Delanco Township is in COAH’s Region 5, which includes the Counties of Burlington, Camden, and Gloucester. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. Very low-income households have annual incomes of 30% or less of the regional median income.

Pursuant to the Uniform Housing Affordability Controls (“UHAC”) found at N.J.A.C. 5:80-26.1 *et seq.*, the maximum rent for a qualified unit must be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable for households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable for households that earn no more than 70% of the median income. The average sale price must be affordable for a household that earns no more than 55% of the median income.

The regional median income is now defined in the amended FHA and continues to utilize HUD income limits on a regional basis. In the spring of each year HUD releases updated income limits which will be reallocated to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. See Table 1 for 2024 income limits for Region 5 and Tables 2 and 3 for illustrative sale prices and gross rents from 2024 (the latest figures available). The rents and sale prices are illustrative and are gross figures which do not account for the specified utility allowance for rentals.

Table 1. 2024 Income Limits for Region 5

Household Income Level	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Median	\$80,290	\$86,025	\$91,760	\$103,230	\$114,700
Moderate	\$64,232	\$68,820	\$73,408	\$82,584	\$91,760
Low	\$40,145	\$43,013	\$45,880	\$51,615	\$57,350
Very Low	\$24,087	\$25,808	\$27,528	\$30,969	\$34,410

Source: AHPNJ, 2024 Affordable Housing Regional Income Limits by Household Size

Table 2. Illustrative 2024 Affordable Rents for Region 5

Household Income Level (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60% of Median)	\$1,290	\$1,548	\$1,789
Low (50% of Median)	\$1,075	\$1,290	\$1,491
Very Low (30% of Median)	\$645	\$774	\$895

Source: AHPNJ Affordable Housing Regional Income Limits and Rental Calculator

Table 3. Illustrative 2024 Affordable Sales Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	\$124,571	\$157,750	\$188,717
Low (50% of Median)	\$77,172	\$100,872	\$122,991
Very Low (30% of Median)	\$29,774	\$43,993	\$57,265

Source: AHPNJ Affordable Housing Regional Income Limits and Sales Calculator

HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS

In accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 *et seq.*), a municipal master plan must include a housing plan element as the foundation for the municipal zoning ordinance (see N.J.S.A. 40:55D-28b(3)). Pursuant to the FHA (N.J.S.A. 52:27D-301 *et seq.*), a municipality’s housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. Specifically, N.J.S.A. 52:27D-310 requires that the housing element contain at least the following (*emphasis added*):

- a. *An inventory of the municipality’s housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;*
- b. *A projection of the municipality’s housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development of lands;*
- c. *An analysis of the municipality’s demographic characteristics, including, but not necessarily limited to, household size, income level, and age;*
- d. *An analysis of the existing and probable future employment characteristics of the municipality;*
- e. *A determination of the municipality’s present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low- and moderate-income housing, as established pursuant to section 3 of P.L. 2024, c.2 (C.52:27D-304.1);*
- f. *A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for*



conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;

- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20); and
- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

In addition to FHA requirements, this Fourth Round HEFSP has been prepared in compliance with the following requirements set forth by Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024:

- 1. One of the requirements for a final HEFSP is the inclusion of detailed site suitability analyses, based on the best available data, for each of the un-built inclusionary or 100 percent affordable housing sites in the plan as well as an identification of each of the sites that were proposed for such development and rejected, along with the reasons for such rejection.
- 2. The concept plan for the development of each of the selected sites should be overlaid on the most up to date environmental constraints map for that site as part of its analysis. When the detailed analyses are completed, the municipality can see what changes will be needed (either to the selected sites or to their zoning) to ensure that all of the units required by the settlement agreement will actually be produced. If it becomes apparent that one (or more) of the sites in the plan does not have the capacity to accommodate all of the development

proposed for it, the burden will be on the municipality either to adjust its zoning regulations (height, setbacks, etc.) so that the site will be able to yield the number of units and affordable units anticipated by the settlement agreement or to find other mechanisms or other sites as needed to address the likelihood of a shortfall.

3. *The final HEFSP must fully document the creditworthiness of all of the existing affordable housing units in its HEFSP and to demonstrate that it has followed all of the applicable requirements for extending expiring controls, including confirmation that all of the units on which the controls have been extended are code-compliant or have been rehabilitated to code-compliance, and that all extended controls cover a full 30-year period beginning with the end of the original control period. Documentation as to the start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions is also required. Additionally, the income and bedroom distributions and continued creditworthiness of all other existing affordable units in the HEFSP must be provided.*
4. *The HEFSP must include an analysis of how the HEFSP complies with or will comply with all of the terms of the executed settlement agreement. Once the HEFSP has been prepared, it must be reviewed by Fair Share Housing Center and the Program's Special Adjudicator for compliance with the terms of the executed settlement agreement, the FHA and UHAC regulations. The HEFSP must be adopted by the Planning Board and the implementation components of the HEFSP must be adopted by the governing body.*

The HEFSP must also include (in an Appendix) all adopted ordinances and resolutions needed to implement the HEFSP, including:

1. *All zoning amendments (or redevelopment plans, if applicable).*
2. *An Affordable Housing Ordinance that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and any reporting requirements set forth in the settlement agreement, requirements regarding very low income housing and very low income affordability consistent with the FHA and the settlement agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years, until the municipality takes action to release the controls).*
3. *The adoption of the mandatory set aside ordinance, if any, and the repeal of the existing growth share provisions of the code.*

4. *An executed and updated Development Fee Ordinance that reflects the court's jurisdiction.*
5. *An Affirmative Marketing Plan adopted by resolution that contains specific directive to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with an updated COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the settlement agreement.*
6. *An updated and adopted Spending Plan indicating how the municipality intends to allocate development fees and other funds, and detailing (in mini manuals) how the municipality proposes to expend funds for affordability assistance, especially those funds earmarked for very low income affordability assistance.*
7. *A resolution of intent to fund any shortfall in the costs of the municipality's municipally sponsored affordable housing developments as well as its rehabilitation program, including by bonding if necessary.*
8. *Copies of the resolution(s) and/or contract(s) appointing one or more Administrative Agent(s) and of the adopted ordinance creating the position of, and resolution appointing, the Municipal Affordable Housing Liaison.*
9. *A resolution from the Planning Board adopting the HEFSP, and, if a final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a resolution of the governing body endorsing the HEFSP.*

Consistent with N.J.A.C. 5:93-5.5, any municipally sponsored 100 percent affordable housing development will be required to be shovel-ready within two (2) years of the deadlines set forth in the settlement agreement:

1. *The municipality will be required to submit the identity of the project sponsor, a detailed pro forma of project costs, and documentation of available funding to the municipality and/or project sponsor, including any pending applications for funding, and a commitment to provide a stable alternative source, in the form of a resolution of intent to fund shortfall, including by bonding, if necessary, in the event that a pending application for outside funding has not yet been not approved.*
2. *Additionally, a construction schedule or timetable must be submitted setting forth each step in the development process, including preparation and approval of a site plan, applications for state and federal permits, selection of a contractor, and start of construction, such that construction can begin within two (2) years of the deadline set forth in the settlement agreement.*

HOUSING CONDITIONS

A summary of Delanco’s housing stock by occupancy and number of units is shown in Table 4. Delanco’s housing stock consists of an estimated 1,825 housing units, of which 71.6% are owner-occupied, 23.6% are renter-occupied, and 4.9% are vacant. The existing housing stock is primarily composed of single-family detached housing units (63.4%), single-family attached units (13.3%), and apartment buildings with 20 or more units (8.4%).

Table 4. Housing Units by Number of Units in Structure and Tenure, 2023

Number of Units in Structure	Owner-Occupied		Renter-Occupied		Vacant		Total	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
1, Detached	1,047	57.4%	85	4.7%	25	1.4%	1,157	63.4%
1, Attached	175	9.6%	34	1.9%	34	1.9%	243	13.3%
2	17	0.9%	0	0.0%	8	0.4%	25	1.4%
3 or 4	0	0.0%	109	6.0%	22	1.2%	131	7.2%
5 to 9	0	0.0%	13	0.7%	0	0.0%	13	0.7%
10 to 19	67	3.7%	35	1.9%	0	0.0%	102	5.6%
20 or more	0	0.0%	154	8.4%	0	0.0%	154	8.4%
Mobile Home	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total	1,306	71.6%	430	23.6%	89	4.9%	1,825	100%

Source: Table B25032 and Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

The estimated age of Delanco’s housing stock is shown in Table 5. The median year of construction of all housing units in Delanco is 1956, which is older than that of the County (1977) and the State (1969). More than half of the Township’s housing stock was built prior to 1960, and one quarter was built between 2000 and 2009. By tenure, nearly half of all rental units and one third of all owner-occupied units were built in 1939 or earlier. Generally, rental units are older in Delanco.

Table 5. Housing Units by Year Built and Tenure, 2023

Year Built	Owner-Occupied		Renter-Occupied		Vacant		Total	
	Units	Percent	Units	Percent	Units	Percent	Units	Percent
2020 or later	13	0.7%	0	0.0%	0	0.0%	13	0.7%
2010 to 2019	108	5.9%	56	3.1%	0	0.0%	164	9.0%
2000 to 2009	330	18.1%	92	5.0%	34	1.9%	456	25.0%
1990 to 1999	21	1.2%	0	0.0%	0	0.0%	21	1.2%
1980 to 1989	40	2.2%	0	0.0%	0	0.0%	40	2.2%
1970 to 1979	78	4.3%	35	1.9%	8	0.4%	121	6.6%
1960 to 1969	34	1.9%	0	0.0%	0	0.0%	34	1.9%
1950 to 1959	170	9.3%	0	0.0%	0	0.0%	170	9.3%
1940 to 1949	73	4.0%	38	2.1%	0	0.0%	111	6.1%
1939 or earlier	439	24.1%	209	11.5%	47	2.6%	695	38.1%
Total	1,306	71.6%	430	23.6%	89	4.9%	1,825	100.0%
Median Year Built	1958		1942		(X)		1956	

Sources: Table B25036, Table B25037, and Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Table 6 illustrates the number of rooms per housing unit in Delanco. Approximately 5% of housing units contain one or two rooms, 29.9% of housing units contain three to five rooms, and 64.4% of all housing units have at least six rooms. The median number of rooms per unit in the Township (6.3 rooms) is lower than the County (6.5 rooms) but higher than the State (5.7 rooms).

Table 6. Number of Rooms per Housing Unit, 2023

Rooms per Unit	Units	Percent
1 Room	47	2.6%
2 Rooms	56	3.1%
3 Rooms	164	9.0%
4 Rooms	208	11.4%
5 Rooms	174	9.5%
6 Rooms	348	19.1%
7 Rooms	322	17.6%
8 Rooms	176	9.6%
9+ Rooms	330	18.1%
Total	1,825	100%
Median	6.3 rooms	

Source: Table DPo4 U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

As shown in Table 7, nearly half of all housing units in Delanco contain three (3) bedrooms. In comparison to the County and State, Delanco has a much higher percentage of three-bedroom units and a lower percentage of one-, two- to four-bedroom units. The share of no-bedroom (studio) units and five-bedroom units are relatively consistent across the Township, County, and State.

Table 7. Number of Bedrooms per Housing Unit, 2023

Bedrooms per Unit	Units	Percent
Efficiency (Studio)	47	2.6%
1 Bedroom	239	13.1%
2 Bedrooms	341	18.7%
3 Bedrooms	875	47.9%
4 Bedrooms	227	12.4%
5+ Bedrooms	96	5.3%
Total	1,825	100%

Source: Table DPo4, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Table 8 shows the estimated value of owner-occupied housing units in 2013 and 2023. Without adjusting for inflation, the estimated median home value in Delanco grew by 20.8% from \$227,900 to \$275,300 between 2013 and 2023. This increase is much steeper than the increases of 5.6% in New Jersey and 3.9% in Burlington County.

Based on AHPNJ’s 2024 Illustrative Sales Prices (Table 3), less than 18.0% (possibly up to 235 units) of for-sale housing units, (depending on the number of bedrooms in the unit), within the Township may be considered affordable to low- and moderate-income households in 2023.

Table 8. Value of Owner-Occupied Housing Units, 2013 and 2023

Housing Unit Value	2013		2023	
	Units	Percent	Units	Percent
Less than \$50,000	0	0.0%	27	2.1%
\$50,000 to \$99,999	25	1.8%	8	0.6%
\$100,000 to \$149,999	111	7.8%	7	0.5%
\$150,000 to \$199,999	400	28.1%	193	14.8%
\$200,000 to \$299,999	561	39.3%	600	45.9%
\$300,000 to \$499,999	319	22.4%	457	35.0%
\$500,000 to \$999,999	10	0.7%	14	1.1%
\$1,000,000 or more	0	0.0%	0	0.0%
Total	1,426	100%	1,306	100%
Median Value	\$227,900		\$275,300	

Sources: Table Dpo4, U.S. Census Bureau, 2009-2013 American Community Survey Five-Year Estimates; Table Dpo4, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates.

Table 9 shows gross rent estimates in Delanco Township and Burlington County for 2023. The median rent in Delanco (\$975) was significantly less than the median rent of Burlington County (\$1,671). Nearly half (47.2%) of renter-occupied units in the Township have rents between \$500 and \$999. Based on AHPNJ Illustrative Affordable Rents (gross rents) for 2024 (see Table 2), possibly up to 286 units, or more than half of the Township’s rental-occupied housing stock may be affordable for low- and moderate-income renters depending on the number of bedrooms present.

Table 9. Gross Rent by Housing Unit, 2023

Gross Rent	Delanco Township		Burlington County	
	Units	Percent	Units	Percent
Less than \$500	35	8.1%	1,187	2.9%
\$500 to \$999	203	47.2%	3,082	7.6%
\$1,000 to \$1,499	48	11.2%	12,372	30.4%
\$1,500 to \$1,999	65	15.1%	10,811	26.6%
\$2,000 to \$2,499	26	6.0%	7,209	17.7%
\$2,500 to \$2,999	37	8.6%	3,532	8.7%
\$3,000 or More	16	3.7%	2,488	6.1%
No rent paid	0	0.0%	1,187	2.9%
Total	430	100%	40,681	100%
Median Rent	\$975		\$1,671	

Source: Table DP04, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Generally, housing is considered affordable if the costs of rents, mortgages, and other essential housing costs consume 28% or less of an owner-household’s income or 30% or less of a renter-household’s income. Table 10 shows the percentage of income spent on housing costs by households of owner-occupied and renter-occupied units in Delanco. An estimated 41.8% of all households in the Township spend more than 30% of their income on housing costs. Specifically, nearly half of all tenants and 2 out of every 5 homeowners in the Township are cost-burdened.

Table 10. Housing Affordability by Tenure, 2023

Monthly Housing Costs as Percent of Income	Owner-Occupied		Renter-Occupied		All Occupied	
	Units	Percent	Units	Percent	Units	Percent
Less than 20 Percent	511	39.5%	58	14.7%	569	33.7%
20 to 29 Percent	272	21.0%	142	35.9%	414	24.5%
30 Percent or More	510	39.4%	195	49.4%	705	41.8%
Total*	1,293	100%	395	100%	1,688	100%
*Remainder of occupied units have zero or negative income and/or no cash rent.						

Source: Table DP04, U.S. Census Bureau 2019-2023, American Community Survey Five-Year Estimates

Table 11 shows the estimated number of units in Delanco that possess indicators of housing deficiency. The Fair Housing Act, as amended by P.L. 2024, c.2, defines a *deficient housing unit* as “housing that (1) is over fifty years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities.” In Delanco, an estimated 1,131 units, or 62% of the Township’s housing stock, will be more than 50 years old by 2029. As of 2023, zero (0) units in Delanco were estimated to have incomplete plumbing, incomplete kitchens, or crowded conditions. However, the estimates provided in Table 11 are not synonymous with the Township’s Fourth Round rehabilitation obligation as calculated by DCA.

Table 11: Indicators of Housing Deficiency, 2023

Indicator	Units	Percent*
50+ Years Old**	1,131	62.0%
Incomplete Plumbing	0	0%
Incomplete Kitchen	0	0%
Crowded or Overcrowded and Built pre-1950	0	0%
* Indicator criteria are not mutually exclusive. Units may meet more than one indicator of housing deficiency. ** Includes all units built prior to 1979.		

Source: Table B25050, Table B25051, and Table B25034, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

POPULATION CHARACTERISTICS

A comparison of population changes by census year in Delanco Township and Burlington County is shown in Table 12. Similar to most of the country, the most rapid population growth in Delanco occurred in the decades immediately following World War II. However, while the population of Burlington County continued to grow by more than 100,000 between 1970 and 2000, the Township’s population dropped by over 900 before rebounding in 2010. Since 2010, Township population growth has outpaced County population growth. As of 2023, the Township’s population was estimated at 4,785 people.

Table 12. Population Change, 1950 to 2023

Year	Delanco Township		Burlington County	
	Population	Percent Change	Population	Percent Change
1950	2,805	+17.7%	135,910	+40.1%
1960	4,011	+43.0%	224,499	+65.2%
1970	4,157	+3.6%	323,132	+43.9%
1980	3,730	-10.3%	362,542	+12.2%
1990	3,316	-11.1%	395,066	+9.0%
2000	3,237	-2.4%	423,394	+7.2%
2010	4,283	+32.3%	448,734	+6.0%
2020	4,824	+12.6%	461,860	+2.9%
2023*	4,785	-0.8%	464,226	+0.5%

*Estimate provided by American Community Survey Five-Year Estimates

Sources: U.S. Census Bureau, Decennial Census 1950-2020; Table S0101, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Township population estimates for each age cohort in 2013 and 2023 are shown in Table 13. While the total population has increased by 8.0%, the distribution among age groups has shifted dramatically. Between 2013 and 2023, the number of children and teenagers between ages 5-19 nearly doubled, as did the population of residents aged 75 to 84. Due to these population shifts, the median age in Delanco has decreased from 41.5 in 2013 to 39.7 in 2023.

Table 13. Age of Population, 2013 and 2023

Age in Years	2013		2023		Percent Change 2013-2023
	Population	Percent	Population	Percent	
Under 5	176	3.9%	174	3.6%	- 1.1%
5 to 9	225	5.0%	531	11.0%	+136.0%
10 to 14	259	5.8%	425	8.8%	+64.1%
15 to 19	318	7.1%	609	12.6%	+91.5%
20 to 24	228	5.1%	127	2.6%	-44.3%
25 to 34	608	13.6%	288	6.0%	-52.6%
35 to 44	605	13.5%	608	12.6%	+0.5%
45 to 54	618	13.8%	529	10.9%	-14.4%
55 to 59	371	8.3%	275	5.7%	-25.9%
60 to 64	380	8.5%	254	5.3%	-33.2%
65 to 74	432	9.6%	493	10.2%	+14.1%
75 to 84	145	3.2%	465	9.6%	+220.7%
85+	113	2.5%	60	1.2%	-46.9%
Total	4,478	100.0%	4,838	100%	+8.0%
Median Age	41.5 Years		39.7 Years		(X)

Source: Table DP05, U.S. Census Bureau, 2009-2013 American Community Survey Five-Year Estimates;
 Table DP05, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. By comparison, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household.

Table 14 shows household size in Delanco in 2013 and 2023. During this period, household size increased slightly from 2.60 persons per household to 2.79. The distribution of household sizes saw a shift away from two- and three-person households to one- and four-or-more person households.

Table 14. Household Size of Occupied Units, 2013-2023

Household Size	2013		2023	
	Units	Percent	Units	Percent
1 Person	359	20.8%	401	23.1%
2 Persons	638	37.0%	596	34.3%
3 Persons	344	19.9%	252	14.5%
4+ Persons	384	22.2%	487	28.1%
Total	1,725	100%	1,736	100%
Average Household Size	2.60		2.79	

Source: Table S1101 and Table S2501, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Table 15 shows household and family composition in Delanco. Nearly half (44.4%) of households are married couples, and approximately one-third of married couples have children. Female householders with no spouse present (37.4%) were significantly more represented in Delanco than male householders with no spouse present (9.6%).

Table 15. Household Composition, 2023

Household Type	Households	Percent
Family Households	1,227	70.7%
Married-couple household	771	44.4%
With Children Under 18	288	16.6%
Without Children Under 18	483	27.8%
Cohabiting couple household	150	8.6%
With Children Under 18	48	2.8%
Without Children Under 18	102	5.8%
Male householder, no spouse present	166	9.6%
With Children Under 18	41	2.4%
Without Children Under 18	125	7.2%
Female householder, no spouse present	649	37.4%
With Children Under 18	212	12.2%
Without Children Under 18	437	25.2%
Nonfamily Households	509	29.3%
Householder living alone	112	16.6%
Total Households	1,736	100%

Source: Table DP02 and Table S1101, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

INCOME CHARACTERISTICS

A summary of household income characteristics in Delanco is shown in Table 16. In 2023, the median household income in Delanco was \$75,361, or approximately \$30,000 below the median of Burlington County (\$105,271) and \$25,000 below the median of New Jersey (\$101,050). While the distribution of household incomes in Delanco is generally similar with the County and State, the percentage of households earning over \$150,000 in the Township (13.0%) is less than half of the County (32.6%) and State (32.4%) equivalents.

As shown in Table 1, 2024 income limits for affordable housing eligibility in Region 5 range from \$24,087 for a 1-person, very low-income household and increase with household size and income level to, for instance, \$91,760 for a 4-person, moderate-income household. According to Table 16, approximately 11.9% of households in

Delanco meet affordable housing income eligibility requirements regardless of household size.

Table 16. Household Income, 2023

Household Income	Households	Percent
Less than \$10,000	66	3.8%
\$10,000-\$14,999	50	2.9%
\$15,000-\$24,999	91	5.2%
\$25,000-\$34,999	73	4.2%
\$35,000-\$49,999	132	7.6%
\$50,000-\$74,999	444	25.6%
\$75,000-\$99,999	221	12.7%
\$100,000-\$149,999	433	24.9%
\$150,000-\$199,999	75	4.3%
\$200,000+	151	8.7%
Total	1,736	100%
Median Household Income	\$75,361	

Source: Table DP03, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

A comparison of estimated poverty rates in Delanco Township and Burlington County is provided in Table 17. The poverty rate among families and individuals in Delanco is 5.3% and 6.3%, respectively. While the Township’s poverty rate among individuals is slightly lower than the County (6.8%), the family poverty rate in Delanco is slightly higher than the County (4.9%). The statewide poverty rate among families and individuals is slightly higher at 7.0% and 9.7%, respectively.

Table 17. Poverty Rates among Individuals and Families, 2023

Location	Poverty Rate, Family	Poverty Rate, Individuals
Delanco Township	5.3%	6.3%
Burlington County	4.9%	6.8%
New Jersey	7.0%	9.8%

Source: Table S1701 and Table S1702, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

EMPLOYMENT CHARACTERISTICS

Estimated employment among Delanco residents by North American Industry Classification System (NAICS) categories is shown in Table 18. In 2023, the Educational Services, and Health Care and Social Assistance industry employed the largest percentage (21.9%) of the Township’s labor force. The next largest industry sectors were Retail Trade (11.7%), Manufacturing (11.1%), and Finance and Insurance, and Real Estate and Rental and Leasing (10.7%).

Table 18. Employed Residents by Industry Sector, 2023

NAICS Industry	Employed Residents	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0.0%
Construction	162	7.8%
Manufacturing	231	11.1%
Wholesale Trade	6	0.3%
Retail Trade	242	11.7%
Transportation and Warehousing, and Utilities	217	10.5%
Information	32	1.5%
Finance and Insurance, and Real Estate and Rental and Leasing	223	10.7%
Professional, Scientific, and Management, and Administrative and Waste Management Services	114	5.5%
Educational Services, and Health Care And Social Assistance	454	21.9%
Arts, Entertainment, and Recreation, and Accommodation And Food Services	151	7.3%
Other Services, Except Public Administration	139	6.7%
Public Administration	105	5.1%
Civilian employed population 16 years and over	2,076	100%

Source: Table DP03, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Employment by occupation category is shown in Table 19. While Delanco residents are employed in all occupation categories, the most common are Management, Business, Science, and Art (28.6%), Sales and Office (28.1%), and Service (19.8%).

Table 19. Employed Residents by Occupation, 2023

Occupation	Employed Residents	Percent
Management, Business, Science, Arts	594	28.6%
Service	411	19.8%
Sales and Office	584	28.1%
Natural Resources, Construction, Maintenance	155	7.5%
Production, Transportation, Material Moving	332	16.0%
Civilian employed population 16 years and over	2,076	100%

Source: Table DP03, U.S. Census Bureau, 2019-2023 American Community Survey Five-Year Estimates

Change in estimated employment among Delanco residents between 2013 and 2023 is shown in Table 20. In 2023, the Township’s labor force was estimated to be 2,194 with a 5.4% unemployment rate. Over the previous ten years, the Township’s labor force has fluctuated between 2,194 and 2,634 workers, and the Township’s estimated unemployment rate has decreased from 10.2% to 5.4% in 2023. The Township’s unemployment rate in 2023 was slightly higher than that of Burlington County (5.1%) but less than that of New Jersey (6.2%).

Table 20. Change in Employment, 2013-2023

Year	Labor Force	Employed Residents	Unemployed Residents	Unemployment Rate
2013	2,627	2,360	267	10.2%
2014	2,568	2,365	203	7.9%
2015	2,634	2,415	219	8.3%
2016	2,508	2,302	206	8.2%
2017	2,539	2,399	140	5.5%
2018	2,404	2,315	89	3.7%
2019	2,385	2,316	69	2.9%
2020	2,266	2,139	127	5.6%
2021	2,397	2,251	146	6.1%
2022	2,480	2,327	153	6.2%
2023	2,194	2,076	118	5.4%

Source: Table DP03, U.S. Census Bureau, American Community Survey Five-Year Estimates

Table 21 compares employment estimates within Delanco Township and Burlington County regardless of where workers live. In 2022, an estimated 2,776 workers were employed in Delanco and comprising 1.3% of the total jobs within Burlington County.

Table 21. Estimated Average Annual Covered Employment, 2022

Year	Delanco Township	Burlington County
2022	2,776	214,213

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2022).

Common commuting destinations among Delanco residents are shown in Table 22. In 2022, the most common commuter destination was Philadelphia (8.0%), while other municipalities in Burlington County were also common. Approximately 102 residents, or 4.1% of all working residents, work within the Township.

Table 22. Top Ten Commuting Destinations for Delanco Residents, 2022

Destination	Workers	Percent of Workers
Philadelphia, PA	201	8.0%
Mount Laurel, NJ	115	4.6%
Delanco, NJ	102	4.1%
Delran, NJ	94	3.8%
Moorestown, NJ	91	3.6%
Trenton, NJ	81	3.2%
Cherry Hill, NJ	78	3.1%
Cinnaminson, NJ	77	3.1%
Burlington, NJ	69	2.8%
Evesham, NJ	59	2.4%
All Other Locations	1,532	61.3%
Total	2,499	100%

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2022).

POPULATION AND EMPLOYMENT PROJECTIONS

The Delaware Valley Regional Planning Commission (“DVRPC”) is the Metropolitan Planning Organization for the Greater Philadelphia region, which contains all municipalities in Burlington County, Camden County, Gloucester County, Mercer County, and several counties in Pennsylvania. The DVRPC publishes population and employment forecasts for each county and municipality in the region. Between 2015 and 2050, the DVRPC projects that Delanco’s population and employment will increase by 7.9% and 30.9%, respectively. As shown in Table 23, the Township’s projected population growth is expected to be 1.0% higher than the County and 0.7% lower than the region. Employment growth in the Township is expected to be nearly triple the County growth rate and double the regional growth rate.

Table 23. Population and Employment Projections, 2015-2050

Location	Population			Employment		
	Estimate 2015	Projected 2050	Percent Change	Estimate 2015	Projected 2050	Percent Change
Delanco Township	4,501	4,858	+ 7.9%	1,133	1,483	+ 30.9%
Burlington County	446,863	477,884	+ 6.9%	243,773	272,016	+ 11.6%
DVRPC Region	5,705,895	6,206,332	+ 8.8%	3,038,721	3,505,516	+ 15.4%

Source: Delaware Valley Regional Planning Commission, Municipal and County-Level Population and Employment Forecasts, 2015-2050

HOUSING UNIT PROJECTIONS

A ten-year projection of new housing units is shown in Table 24. Projections are based on the balance Certificates of Occupancy (CO's) and demolitions between 2013 and 2023. According to the permit data, there is an annual average net increase of two (2) dwelling units per year. If this rate were to remain relatively constant, Delanco could see growth of approximately 24 new units by 2035.

Table 24. Residential C.O.'s and Demolition Permits Issued, 2013-2023

Year	Demolitions	Certificates of Occupancy	Net New Dwellings
2013	0	5	5
2014	0	1	1
2015	0	0	0
2016	0	0	0
2017	0	0	0
2018	0	0	0
2019	0	0	0
2020	0	0	0
2021	0	3	3
2022	0	17	17
2023	0	0	0
Total	0	26	26
Annual Average	0	2	2

Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data

CONSIDERATION OF LANDS FOR AFFORDABLE HOUSING

Delanco Township has limited developable land that is appropriate for additional inclusionary housing and 100% affordable development. Most of the remaining undeveloped lands within the Township are environmentally constrained areas, dredge soil dumping sites, or sites surrounded by industrial uses.

While the Township has considered lands for new affordable housing, Delanco's completed affordable housing projects and compliance mechanisms are all funded, built and occupied and they fully address the Township's entire fair share obligations including the Fourth Round Prospective Need with surplus/excess affordable housing

credits towards a future Fifth Round obligation. For instance, the Township’s most recently developed affordable housing complex, Cornerstone at Delanco is adjacent to the NJ Transit River Line light rail stop. It is also near community amenities including local schools, parks and services.

FAIR SHARE PLAN

Delanco’s Affordable Housing Obligation

A municipality’s affordable housing obligation has four components: Fourth Round Present Need (Rehabilitation Share), Prior Round Prospective Need, Third Round “Gap”/Prospective Need, and Fourth Round Prospective Need. For Delanco Township, these four components were determined as follows.

In August 2016, the Township entered into a settlement agreement with FSHC (Appendix B) to set the Township’s Prior Round Prospective Need as previously established by COAH and to establish the Township’s Third Round Prospective Need. In January 2025, the Township filed its Fourth Round DJ Filing which included the Township’s Resolution #2025-32 accepting the DCA calculation of its Fourth Round Present Need/Rehabilitation Share and Prospective Need. On April 8, 2025, the Township received a Court order affirming the Fourth Round obligations in the DJ Filing (Appendix B). The Township’s cumulative obligations are as follows:

- Fourth Round Present Need/Rehab Share: 20
- Prior Round Prospective Need: 61
- Third Round “Gap”/Prospective Need: 131
- Fourth Round Prospective Need: 30

Fourth Round Present Need

The amended FHA defines *present need* as “the number of substandard existing deficient housing units currently occupied by low- and moderate-income (LMI) households” and *deficient housing unit* as “housing that (1) is over fifty years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities.” The Township’s Fourth Round Present Need of 20 was calculated by DCA according to its October 2024 methodology report. The Township accepted DCA’s determination of its Fourth Round Present Need obligation by resolution as submitted to the Program/Superior Court with its Fourth Round DJ filing and subsequently approved by Court order.

Prior Round Prospective Need

The Prior Round Prospective Need obligation is the cumulative prospective need obligation for the First and Second Rounds (1987 to 1999). Delanco’s 61-unit Prior

Round Need was calculated by COAH as set forth in the Appendices to COAH's Substantive Rules at N.J.A.C. 5:93.

Third Round "Gap"/Prospective Need

Delanco's Third Round "Gap"/Prospective Need obligation of 131 was established by the court-approved 2016 settlement agreement between the Township and FSHC. Additionally, as indicated in the settlement agreement, the Township reserved the right to apply any additional Third Round credits towards a Fourth Round fair share obligation.

Fourth Round Prospective Need

The FHA, as amended by P.L. 2024, c.2, defines *prospective need* as "a projection of housing needs based on development and growth which is reasonably likely to occur in a region or municipality, as the case may be, as a result of actual determination of public and private entities." The Township's Fourth Round Prospective Need of 30 was calculated by DCA according to the methodology described in the report titled *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background*. The Township accepted DCA's determination of its Fourth Round Prospective Need obligation by resolution which was filed with the Program/Superior Court as part of its Fourth Round DJ action and received a Court order affirming the Township's Fourth Round obligations on April 8, 2025 (Appendix B).



Legend

- Off-Site Affordable Units
- Affordable Housing Sites
- Township Boundary



HOUSING ELEMENT AND FAIR SHARE PLAN

Affordable Housing Sites

LOCATION:
Delanco Township, Burlington County, NJ

DATE
May 2025

SOURCES:
Aerial Imagery
Nearmap (February 22, 2025)

Clarke Caton Hintz

- Architecture
- Planning
- Landscape Architecture

Addressing Prior Round Prospective Need

Delanco's Prior Round was 61. Pursuant to N.J.A.C. 5:93, new construction credits and rental bonuses may be applied toward affordable housing obligations for the Prior Round. All of the Township's Prior Round compliance mechanisms were previously certified by COAH or the Courts as part of the Township's First and Second Round Substantive Certifications and Judgments of Repose.

Pursuant to N.J.A.C. 5:93, the minimum number of affordable rental units¹⁴ and maximum number of age-restricted affordable units¹⁵ are established using the following formulas:

Minimum Prior Round Rental Obligation = 16 units

$$= 0.25 (61) = 15.25, \text{ rounded up}$$

- A rental unit available to the general public receives one rental bonus;
- An age-restricted unit receives a 0.33 rental bonus, but no more than 50 percent of the rental obligation shall receive a bonus for age-restricted units; and
- No rental bonus is granted in excess of the Prior Round rental obligation.

Maximum Prior Round Age-Restricted Units = 11 units

$$= 0.25 (61-14 \text{ RCAs}) = 11.75, \text{ rounded down}$$

As summarized in Table 25, the Township has fully addressed its 61 Prior Round obligation with completed affordable housing units, transferred RCA payments, and Prior Round rental bonuses.

¹⁴ N.J.A.C. 5:93-5.15(a)

¹⁵ N.J.A.C. 5:93-6.1(b)1 - revised per COAH second round policy



Table 25. Prior Round Credit/Bonus Summary (1987-1999)

Delanco Township's Prior Round Compliance Mechanisms: 61 Prior Round	Credits	Bonuses	Total
<i>Inclusionary Developments (Completed)</i>			
Russ Farm – family affordable for-sale, off-site, 404 Illinois Ave.	1	0	1
Russ Farm/MEND/S&L –family afford rental, off-site	15	15	30
Russ Farm – funded RCA with Palmyra	14	0	14
River's Edge – family affordable for-sale, on-site (3 of 15)	3	0	3
River's Edge/Zurbrugg -senior afford. rental (11 of 27)	11 (max)	0	11
Creekside –family affordable rental (1 of 3)	1	1	2
Total	45	16	61

Inclusionary Developments (Completed)

Russ Farm – 16 Affordable Units / 14-Unit RCA (Completed)

The Russ Farm inclusionary development consists of 16 off-site affordable housing units developed by Russ Farm, LLC. Of the 16 affordable units, one (1) unit is an affordable family for-sale unit and 15 units are affordable family rental units. The Russ Farm units include the following:

404 Illinois Ave	(Block 405, Lot 3)	(1 for-sale unit)
309-311 Holly St	(Block 1105, Lot 6.01)	(2 rental units)
708 Burlington Ave	(Block 1105, Lot 6)	(7 rental units)
232 Rancocas Ave	(Block 1305, Lot 9.01)	(1 rental unit)
234 Rancocas Ave	(Block 1305, Lot 9.02)	(1 rental unit)
235 Washington St	(Block 1305, Lot 9.03)	(1 rental unit)
237 Washington St	(Block 1305, Lot 9.04)	(1 rental unit)
410 Walnut St	(Block 1601, Lot 13.01)	(1 rental unit)
200 Russ Farm Way	(Block 2100, Lot 65)	(1 rental unit)



404 Illinois Ave



309-311 Holly St



708 Burlington Ave



232-234 Rancocas Ave



235-237 Washington St



410 Walnut St



200 Russ Farm Way

All 16 off-site units were issued certificates of occupancy (“COs”) between October 29, 2002, and July 15, 2005. Ten of the 16 units are administered by Moorestown Ecumenical Neighborhood Development (“MEND”). The remaining six (6) units include one (1) for-sale unit at 404 Illinois Avenue and five (5) rental units at various locations that are administered by Salt & Light (“S&L”). Both MEND and S&L are experienced affordable housing administrative agents that administer the units in accordance with UHAC (N.J.A.C. 5:80-26.1, et seq).

The one (1) for-sale unit administered by S&L has a minimum 30-year control that began on May 15, 2003, and is through at least May 15, 2033. The five (5) rental units administered by Salt and Light have 20-year controls that began on December 12, 2005, and March 29, 2006, and may expire on December 15, 2025, and March 29, 2026, respectively (Appendix C). However, S&L has indicated that it is their intent to seek a second 20-year compliance period for a total control period of 40 years as is permitted under their original deed restriction through the County HOME Investment Partnership Program. Should S&L seek the extension of controls as permitted, the original loan would be forgiven in its entirety.

The 10 rental units owned and administered by MEND have 20-year controls pursuant to a 2003 agreement with the County’s HOME Program that began in 2003. In 2023, MEND renewed the controls with the County for a second, 20-year term, which currently extends the controls on all 10 units out to 2043. There is also a deed restriction between the Township and the Russ Farm Developer on the MEND units with 30-year controls that began in 2001 (Appendix C).

Income distribution of all 16 units consists of nine (9) low-income units and seven (7) moderate-income units. Bedroom distribution includes four (4) one-bedroom units, six (6) two-bedroom units, and six (6) three-bedroom units. Individual income/bedroom distributions for MEND and S&L sites are provided in Table 26 and Table 27.

Table 26. Income/Bedroom Distribution, MEND Units

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	-	-	-	-
Low-Income	2	3	-	5
Moderate-Income	2	2	1	5
Total	4	5	1	10



Table 27. Income/Bedroom Distribution, S&L Units

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	-	-	-	0
Low-Income	-	1	3	4
Moderate-Income	-	-	2	2
Total	0	1	5	6

Pursuant to COAH’s Second Round rules contained at N.J.A.C. 5:93-5.15(d), the 15 off-site family affordable rental units are eligible for rental bonuses. All 15 rental units and corresponding rental bonuses will be applied to the Prior Round.

In addition to the 16 units described above, Russ Farm, LLC, funded an RCA in 2005 to transfer funds to the Borough of Palmyra.

River’s Edge (Completed)

River’s Edge is a 251-unit inclusionary condominium development located along Burlington Avenue (Block 500, Lots 1.03 and 2; Block 500.02, Lot 1) that was completed in 2007 (see Affordable Housing Sites map). Of the 26-unit set-aside, 15 units were provided on-site in the form of family affordable for-sale units and 11 units were transferred to the Zurbrugg Mansion redevelopment site (see description below). The 15 on-site affordable for-sale units were issued CO’s between April 11, 2007 and July 24, 2007. The affordable units have minimum 30-year affordability controls through deed restrictions that began on April 12, 2007, and are through at least April 12, 2037 (Appendix D). The affordable units are administered by Housing Affordability Service (“HAS”), an experienced affordable housing administrative agent, of the NJ Housing and Mortgage Finance Agency (“HMFA”) in accordance with UHAC at N.J.A.C. 5:80-26.1 et seq.

Three (3) of the 15 total affordable for-sale units will address the prior Round and the balance of 12 will address the Third Round. Income distribution consists of eight (8) low-income units and seven (7) moderate-income units. Bedroom distribution includes nine (9) two-bedroom units and six (6) three-bedroom units. Income/bedroom distribution is summarized in Table 28.

Table 28. Income/Bedroom Distribution, River's Edge Units

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	-	-	-	-
Low-Income	-	5	3	8
Moderate-Income	-	4	3	7
Total	-	9	6	15



River's Edge

Zurbrugg Mansion (Completed)

Zurbrugg Mansion contains 27 affordable senior rental units located at 531 Delaware Avenue (Block 1202, Lots 1-11) (see Affordable Housing Sites map). The units were created through the redevelopment and adaptive reuse of the historic Zurbrugg Mansion in 2010. All 27 units have minimum 30-year affordability controls (Appendix E) from January 21, 2010, at least through January 21, 2040. The units are administered and affirmatively marketed by Zurbrugg Partnership, LLC. A CO was issued on October 5, 2010.

Of the 27 total units, 11 units resulted from the transfer of a portion of the River's Edge affordable housing obligation to the Zurbrugg Mansion site as approved by the court

in a ‘Consent Order Modifying Settlement Agreement’ signed by The Honorable John A. Sweeney, A.J.S.C. (now retired) on April 23, 2008 (Appendix E). The consent order required a payment of \$1.26 million to the Township to cover a portion of the purchase price to buy the municipally owned Zurbrugg Mansion property through the local redevelopment process. Additionally, the consent order viewed the prior payment from River’s Edge to purchase the property as a credit to the Zurbrugg Partnership, LLC, (“Zurbrugg”) to compensate for the construction of 11 transferred senior affordable rental housing units as part of the redevelopment of the Zurbrugg Mansion.

Income distribution consists of five (5) very low-income units, 11 low-income units, and 11 moderate-income units. Bedroom distribution consists of five (5) studio apartments, 19 one-bedroom units, and three (3) two-bedroom units. Income/bedroom distribution is summarized in Table 29.

Table 29. Income/Bedroom Distribution, Zurbrugg Mansion

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	4	1	--	5
Low-Income	10	1	--	11
Moderate-Income	10	1	--	11
Total	24	3	0	27

The Township has allocated the senior maximum of 11 of the 27 senior units to address its Prior Round obligation and the remaining 16 senior affordable rental units to address its Third Round obligation.



Zurbrugg Mansion

Creekside (Completed)

Creekside is a 28-unit inclusionary development located on an 18-acre site that fronts Burlington Avenue (County Route 543) (see Affordable Housing Sites map). The project was completed in 2010. Three (3) units are family affordable rental units that front Burlington Avenue on Block 1802.01/Lot 19, at 2201 Burlington Ave (three-bedroom unit), 2203 Burlington Ave (two-bedroom unit), and 2205 Burlington Ave (two-bedroom unit). The units were issued COs in May 2010 and have at least 30-year affordability controls from August 26, 2008, through at least August 26, 2038 (Appendix F).

As noted in Resolution 2007-14, the Joint Land Use Board initially approved a waiver allowing all three (3) affordable units to be moderate-income. However, the Township later entered into an agreement on August 15, 2011, that modified the low-/moderate-income split to require the developer to provide two (2) low-income units [one (1) two-bedroom and one (1) three-bedroom unit] and one (1) moderate-income, two-bedroom unit. The three (3) affordable units are administered by Triad Associates and have at least 30-year affordability controls.

Each affordable family rental unit addressing the Prior Round is eligible for a rental bonus per N.J.A.C. 5:93-5.15. The Township has applied one (1) credit toward the Prior Round obligation and the remaining two (2) credits towards the Third Round obligation.



Creekside

Prior Round Compliance Summary

As noted above, Delanco has not exceeded its maximum senior cap of 11 with its request for 11 Prior Round senior credits. Also, the Township has more than addressed its minimum Prior Round rental obligation of 16 with 27 total affordable rental units,

consisting of 15 family affordable rentals from Russ Farm, one (1) family affordable rental at Creekside, and 11 senior affordable rentals at Zurbrugg Mansion. As such, the Township is eligible to credit the maximum 16 rental bonuses for the completed family rental units.

Addressing Third Round “Gap”/Prospective Need

The Township entered into a settlement agreement with FSHC on August 16, 2016 which, among a number of terms, established a Third Round Prospective Need obligation of 131 and minimum requirements for very low-income units and family units. COAH’s upheld rules at N.J.A.C. 5:93, require a minimum number of affordable rental units¹⁶ and permit a maximum number of age-restricted affordable units¹⁷ using the following formulas:

Minimum Third Round Rental Obligation = 33

$$= 0.25(\text{Third Round obligation}) = 0.25(131) = 32.75, \text{ rounded up}$$

Maximum Third Round Age-Restricted Units = 32

$$= 0.25(\text{Third Round obligation}) = 0.25(131) = 32.75, \text{ rounded down}$$

Minimum Very Low-Income Units = 11

$$= 0.13 (84 \text{ Third Round units post-2008}) = 0.13(84) = 10.92, \text{ rounded up}$$

Minimum Very Low-Income Family Units = 6

$$= 0.50 (11 \text{ Third Round Very Low-Income Units}) = 0.50(11) = 5.5, \text{ rounded up}$$

As summarized in Table 30, the Township has fully addressed its Third Round obligation of 131 through family affordable rentals, senior affordable rentals, affordable special needs rentals, surplus family and senior affordable units from the Prior Round, and eligible Third Round rental bonuses. All Third Round compliance mechanisms for Delanco were previously certified by COAH or the Courts as part of the Township’s 2017 Third Round JOR.

¹⁶ N.J.A.C. 5:93-5.15(a)

¹⁷ N.J.A.C. 5:93-6.1(b)1 - revised per COAH second round policy

Table 30. Third Round Credit/Bonus Summary (1999-2025)

Delanco Township Third Round Compliance Mechanisms (131 Obligation)	Credits	Bonuses	Total
<i>Inclusionary Developments (Completed)</i>			
River's Edge: family afford for-sale, on-site (12 of 15, bal.)	12	0	12
Creekside: family affordable rentals (2 of 3, bal.)	2	2	4
Zurbrugg: senior affordable rentals, (16 of 27, bal.)	16	0	16
High Point: in-lieu payment (paid)	-	-	-
<i>100% Affordable Sites (Completed)</i>			
Abundant Life/Living Springs: 94+ senior afford rentals	16, cap	0	16
Abundant Life/Living Springs Manor: sp. needs rentals (20)	20	5, cap	25
Oaks Integrated - Shad/Teal/Turtle: perm. supportive housing (3 units, 2 bedrooms ea., credit by the bedroom)	6	cap	6
Cornerstone at Delanco: family affordable rentals (26 of 63)	26	26	52
Total	98	33	131

Inclusionary Developments (Completed)

Creekside (Completed, See Prior Round Description)

The Township applied one (1) of three (3) family affordable rental units at Creekside toward its Prior Round obligation and the remaining two (2) units toward its Third Round obligation. The two (2) family affordable rental units applied toward the Third Round are eligible for rental bonuses per N.J.A.C. 5:93-5.15 and have controls that extend through the Fourth Round (to at least 2038).

Zurbrugg Mansion (Completed, See Prior Round Description)

Of the 27 senior affordable rental units constructed at Zurbrugg Mansion, the Township has applied 11 senior affordable rental units toward its Prior Round obligation and the remaining 16 senior affordable rental units toward its Third Round obligation. Additionally, Zurbrugg Mansion addressed its very low-income housing obligation of 13% of units by providing five (5) very low-income units. The affordability controls extend through the Fourth Round (to at least 2040).

High Point/Gravelly Hollow (Completed, In-Lieu Payment)

Pursuant to a Development Agreement signed by the Township and Gravelly Hollow Road Associates, LLC, in 2015, the Township was to receive an in-lieu payment for a three-unit set-aside from development of the High Point site, located on John Maher Way. Whereas 14 total housing units were originally approved in 2015, 13 were constructed. An amended agreement was authorized by the Governing Body via Resolution No. 2022-90 reducing the required payment to reflect the change in the total number of units. Pursuant to the amended Development Agreement, the developer contributed an in-lieu payment of \$143,481.68 to the Township's affordable housing trust fund on August 19, 2022.

100% Affordable Development (Completed)

Abundant Life/Living Springs (Completed)

Abundant Life/Living Springs is a 100% affordable, phased mixed-use development that contains 114 existing affordable units located along US Route 130 on Block 2200, Lots 2.01 and 3 (see Affordable Housing Sites map). The completed buildings include a 100-unit senior building with 94 senior affordable rental units (Living Springs Senior Residence) and a 20-unit building for individuals with special needs (Living Springs Manor). In addition, the approved development (Resolution No. 2009-12) permitted a 43-unit senior rental building and approximately 32,000 square feet of commercial space that have not been constructed.

The tract consists of 52.3 acres, of which 44.83 acres are in Delanco and 7 acres are within Edgewater Park Township. Abundant Life Fellowship Church is located on the tract within Edgewater Park. The rear of the site abuts Pennington Park, which is owned by Burlington County.

The affordable units are administered and affirmatively marketed by Living Springs Senior Residence. The 100-unit building (Living Springs Senior Residence) received a CO on May 5, 2011, and has 45-year affordability controls from January 11, 2011, through January 11, 2056 pursuant to Low Income Housing Tax Credits ("LIHTC's") (Appendix G). The 20-unit building (Living Springs Manor) received a CO on November 16, 2012, and has 30-year affordability controls from March 12, 2012, through March 12, 2042. (Appendix H).

Based on the Third Round 25% cap on credits from senior affordable units, the Township is eligible to credit up to 32 senior units toward its Third Round obligation. The Township intends to credit 16 of the 94 total senior affordable rental units at Living Springs to address its Third Round obligation. Based on conversations with the leasing manager at Living Springs Manor, the 94 affordable senior rental units have an income split of 10 very low-income units, 41 low-income units, and 43 moderate-income units

with a unit bedroom mix of 82 one-bedroom units and 12 two-bedroom units. Income/bedroom distribution of Living Springs Senior Residence is shown in Table 31.

Table 31. Income/Bedroom Distribution, Living Springs Senior Residence

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	9	1	-	10
Low-Income	34	7	-	41
Moderate-Income	39	4	-	43
Total	82	12	0	94

As confirmed by the LIHTC tax credit developer, Living Springs Manor contains all one-bedroom units, of which 10 units are very low-income, special needs units and 10 units are low-income, special needs units for veterans.



Living Springs Manor



Living Springs Senior Residence

Cornerstone at Delanco (Completed)

Cornerstone at Delanco is a 100% affordable, transit-accessible development located on the former Rhawn tract (Block 2100, Lot 1). The site was donated to the Township, and subsequently transferred to the Walters Group and developed through the use of 9% LIHTC's. The completed development includes 63 affordable units in eight (8) buildings, a superintendent unit, 3,000 square feet of office space, a maintenance building, parking, and other on-site amenities. The site is adjacent to the Delanco River Line station and provides direct NJ Transit River Line service to employment opportunities in Camden, Philadelphia, Trenton, and beyond.

The affordable units are administered and affirmatively marketed by Walters Group Apartments. The project received COs between June 6, 2019, and June 28, 2019. The affordable units have 45-year affordability controls from April 25, 2019, through April 25, 2064 (Appendix I).

Income distribution consists of eight (8) very low-income units, 24 low-income units, and 32 moderate-income units. Bedroom distribution includes 12 one-bedroom units, 35 two-bedroom units, and 16 three-bedroom units. Income/bedroom distribution is shown in Table 32.

Table 32. Income/Bedroom Distribution, Cornerstone at Delanco

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	1	6	1	8
Low-Income	5	12	7	24
Moderate-Income	6	17	8	31
Total	12	35	16	63



Cornerstone at Delanco

Oaks Integrated – Shad/Teal/Turtle (Complete)

Oaks Integrated provides a total of six (6) bedrooms within three (3) permanent supportive housing units at the River’s Edge site near Burlington Avenue. Each unit contains two (2) bedrooms for very low-income residents located at:

- Shad Court (Block 500.02, Lot 1)
- Teal Court (Block 500.02, Lot 1)
- Turtle Court (Block 500.01, Lot 1)

The units were financed by NJEDA bonds with 20-year terms according to the DCA Supportive and Special Needs Housing Surveys and supporting documentation (Appendix J). The Teal Court and Turtle Court units have 20-year affordability controls beginning on September 1, 2010, and expiring on September 1, 2030, while the Shad Court unit has 20-year affordability controls beginning on April 1, 2013, and expiring on March 1, 2033.

Third Round Compliance Summary

Delanco Township has satisfied all minimum and maximum requirements specified in the Third Round 2016 FSHC Settlement Agreement and COAH rules. The Township has satisfied the Third Round minimum rental requirement of 33 with a total of 86 rental units at Creekside, Zurbrugg Mansion, Abundant Life/Living Springs, Oaks group homes and Cornerstone at Delanco. The Township has satisfied the minimum very low-income unit requirement of 11 and the minimum very low-income family rental unit requirement of six (6) with six (6) very low-income family rentals at Cornerstone at Delanco as shown in the overall very low-income table (Table 34) and in the Third Round family unit summary (Table 36), respectively. The Township has not exceeded its Third Round maximum (cap) of 32 senior units with the request for 32 senior credits (16 senior units at Zurbrugg Mansion and 16 senior units at Abundant Life/Living Springs).

Addressing Fourth Round Prospective Need

The Township's Fourth Round Prospective Need obligation is 30, as determined by DCA, accepted by the Township, and approved by Court order. The amended FHA, establishes additional requirements for Fourth Round credits using the following formulas:

Minimum Fourth Round Family Unit Obligation = 12

$$= 0.50(\text{Fourth Round Units}) = 0.50(23) = 11.5, \text{ rounded up} = 12$$

Minimum Fourth Round Rental Unit Obligation = 6

$$= 0.25(\text{Fourth Round Units}) = 0.25(23) = 5.75, \text{ rounded up} = 6$$

Minimum Fourth Round Family Rental Obligation = 3

$$= 0.50(\text{Fourth Round Rental Unit Obligation}) = 0.50(6) = 3$$

Maximum Fourth Round Age-Restricted Units = 6

$$= 0.30(\text{Fourth Round Units}) = 0.30(23) = 6.9, \text{ rounded down} = 6$$

Maximum Fourth Round Bonuses = 7

$$= 0.25(\text{Fourth Round Prospective Need}) = 0.25(30) = 7.5, \text{ rounded down} = 7$$

As summarized in Table 33, the Township has fully addressed its Fourth Round Prospective Need of 30 through family affordable rentals at the Cornerstone at Delanco

site, senior affordable rentals at Abundant Life/Living Springs, and eligible Fourth Round bonuses from Cornerstone at Delanco.

Table 33. Fourth Round Credit/Bonus Summary (2025-2035)

Delanco Township Fourth Round Compliance Mechanisms (30 Obligation)	Credits	Bonuses	Total
<i>100% Affordable Sites (Completed)</i>			
Abundant Life/Living Springs –senior affordable rentals (78 of 94, bal., senior cap at 6)	6, cap	0	6
Cornerstone at Delanco –family afford rentals (17 of 63)	17	7, cap	24
Total	23	7	30
<i>Surplus Cornerstone family affordable rentals for future round: 20 [63 (Total) – 26 (Third Round) – 17 (Fourth Round) = 20 (Balance)]</i>			
<i>Excess Living Springs senior affordable rentals: 72 [94 (Total) – 16 (Third Round) – 6 (Fourth Round) = 72 (Balance)]</i>			

Abundant Life/Living Springs (Completed, See Third Round Description)

Of the 94 total senior affordable units at Living Springs, 78 units were not credited toward the Township’s Third Round obligation. The Township intends to apply the credits from these senior affordable units (senior cap of 6) toward its Fourth Round Prospective Need.

Cornerstone at Delanco (Completed, See Third Round Description)

Of the 63 total units at Cornerstone at Delanco, 37 units were not credited toward the Township’s Third Round obligation. The Township intends to apply 17 of the 37 remaining family affordable rentals and seven (7) eligible bonuses (Fourth Round bonus cap) from the municipal contribution of land and \$605,000 of Township trust funds to the 100% affordable development (exceeding the minimum requirement for Fourth Round bonuses) toward its Fourth Round Prospective Need for a total of 24 credits/bonuses.

Fourth Round Compliance Summary

Delanco Township has addressed all Fourth Round minimum and maximum requirements. The Township has satisfied the minimum family unit requirement of

12 with 17 family units at Cornerstone at Delanco, the minimum affordable rental requirement of six (6) with a total of 23 Fourth Round rental units including six (6) senior rental units at Abundant Life/Living Springs and 17 family rentals at Cornerstone at Delanco. The Township has satisfied the minimum family affordable rental obligation of three (3) [50% of rental obligation] with 17 family rentals at Cornerstone at Delanco. The Township has satisfied its minimum very low-income unit requirement of two (2) with two (2) very low-income units at Cornerstone at Delanco. The Township has not exceeded its Fourth Round senior cap of six (6) units with the request for six (6) senior credits at Abundant Life/Living Springs.

Fourth Round Bonuses

Delanco Township is eligible for a maximum of seven (7) bonuses in the Fourth Round per the 2024 amended FHA. Pursuant to N.J.S.A. 52:27D-311.k(8), bonuses are permitted for municipal funding of a 100% affordable site. The Township intends to apply seven (7) bonuses from Cornerstone at Delanco, a municipally-sponsored, 100% affordable site, per the Township's contribution of land and \$605,000 of Township trust funds to the LIHTC developer.

Addressing Fourth Round Present Need

Delanco Township intends to address its Fourth Round Present Need or Rehabilitation Share of 20 units through continued participation in the Burlington County Home Improvement Loan Program and by implementing a Township-based rental rehabilitation program. COAH's rules at N.J.A.C. 5:93 require the rehabilitation obligation to be satisfied by rehabilitating deficient housing units to meet current building code standards. A minimum average of \$10,000 will be expended for actual hard costs on the repair or replacement of major systems. As discussed below, the Township anticipates providing trust funds for major system upgrades to at least 20 affordable rental units in the Township. The Township has sufficient existing affordable housing trust funds to commit to meet the minimum \$200,000 requirement (20 x \$10,000) on this local rental rehabilitation program as discussed in the Township's Fourth Round Spending Plan (Appendix K).

Burlington County Homeowner Rehabilitation Program

The Township intends to continue its agreement to participate in the Burlington County Homeowner Rehabilitation Program (Appendix L). The Burlington County Department of Human Services (Division of Community Development & Housing) administers the Home Improvement Loan Program using federal Community Development Block Grants ("CDBG"). The program is available for the rehabilitation of existing homes in Delanco Township that are occupied by low- and moderate-

income homeowners. The program is marketed by sending program flyers to local tax offices and to specific targeted areas and neighborhoods of a municipality. Between April 1, 2020, and December 31, 2024, no homeowner-occupied units in Delanco have been rehabilitated through this program.

Per the Burlington County Home Improvement Loan Program, the rehabilitation loan is secured by a Promissory Note and a mortgage which is recorded with a lien on the property. If the property is sold during the life of the loan, the loan balance becomes due and payable.¹⁸

Local Rental Rehabilitation Assistance

Delanco will disburse funds from the affordable housing trust fund to assist in the rehabilitation of affordable rental units in the Township. As specified in its Fourth Round Spending Plan (Appendix K), the Township anticipates providing funds to rehabilitate existing affordable rental units. The Township will review requests that prioritize the major system repair/ replacement work on items such as roofing, windows, heating/ ventilation systems, etc. For instance, the Zurbrugg Mansion is over 100 years old so needs continual major system upgrades/repairs/replacement to maintain safe and sound senior affordable rental housing in the community.

Delanco's rental rehabilitation program will adhere to the regulations in N.J.A.C. 5:93-5.2. Specifically, all rehabilitated units will provide for "the repair or replacement of a major system." Major systems include weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. All rehabilitated units shall meet the applicable construction code. Additionally, all rehabilitated units shall continue to be occupied by very low-, low- or moderate-income households. Upon completion of the rehabilitation, the Township will ensure that controls will last for at least a minimum of ten (10) years and/or the Township shall seek additional extensions of the existing controls on the affordable rental units.

VERY LOW-INCOME UNITS

Pursuant to the amended FHA (P.L. 2008, c.46), municipalities must ensure that at least 13% of affordable housing units approved and constructed after July 17, 2008, are available to very low-income households. In addition, the more recently amended FHA (P.L. 2024, c.2) at N.J.S.A. 52:27D-329.1 requires at least half of very low-income units

¹⁸ Pursuant to N.J.A.C. 5:97-6.2(c), controls on affordability shall be for a minimum of 10 years for owner-occupied units

addressing a Fourth Round Prospective Need to be “available for families with children.”

To first satisfy the 2008 statutory requirement for very low-income units, 39 units, or 33% of the 118 total affordable units in Delanco that were approved and constructed after July 17, 2008, to address the Township’s fair share obligations, are affordable to very low-income households far exceeding the statutory requirement of 13% or 16 very low-income units, as shown in Table 34, below.

As noted below, to satisfy the 2024 amended FHA requirement for two (2) very low-income units in the Fourth Round that must be available to families with children, at least two (2) of the 23 total affordable units in Delanco addressing the Township’s Fourth Round Prospective Need are affordable to very low-income households and families with children as follows:

With 23 actual affordable units addressing Delanco Township’s Fourth Round Prospective Need, the 13% very low-income requirement requires three (3) to be very low-income affordable units [$23 \times 0.13 = 2.99$, rounded up to three (3)]. Half of the three (3) very low-income units required or two (2) very low-income units ($3 \times 0.5 = 1.5$, rounded up to 2) must be available to families with children. Cornerstone at Delanco has eight (8) very low-income units available to families with children including one (1) one-bedroom unit, six (6) two-bedroom units and one (1) three-bedroom unit. Thus, the Township has addressed the new 2024 statutory requirement that at least half of very low-income units addressing a Fourth Round Prospective Need must be “available for families with children.”

Table 34. Very Low-Income Units Approved/ Constructed/To Be Constructed Since July 17, 2008

Compliance Mechanism	Total Units Credited	Very Low-Income (VLI) Units	
		Approved	Constructed
Zurbrugg Mansion	27	-	5 senior units
Living Springs	22 of 94	-	10 senior units
Living Springs Manor	20	-	10 special needs
Cornerstone at Delanco	43 of 63	-	8 family rentals
Oaks Int. group home bedrooms	6	-	6 sp. needs bedrooms
Total	118	39 VLI Units	
VLI Units Required	$118 \times 0.13 = 15.34$, round up = 16		
VLI Family Units Required	$16 \times 0.50 = 8$		



Overall, the Township continues to satisfy the requirement that half of the 13% very low-income requirement of 16 units be affordable to families. Based on a total of 118 units generating a very low-income requirement of 16 through the Fourth Round, the very low-income family requirement of eight (8) is satisfied by eight (8) existing family very low-income units at Cornerstone at Delanco.

INCOME AND BEDROOM DISTRIBUTION

The distribution of affordable family units in Delanco by income level and number of bedrooms for each round (excluding senior and special needs units) is shown in Table 35 through Table 37. The distribution of affordable units in the Township complies with N.J.A.C. 5:93-7.2 through -7.3. As some family affordable units addressing the Third Round obligation did not trigger a very low-income requirement (River’s Edge and Creekside), the tables below must be reviewed in tandem with the very low-income Table 34 to ascertain the full means of the Township to address the 2016 Third Round settlement agreement term requiring some portion of the Third Round very-low requirement be family affordable very-low income units.

Table 35. Unit Distribution of Family Units, Prior Round

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	0	0	0	N/A
Low-Income	2	4	4	10 (50%)
Moderate-Income	2	2	6	10 (50%)
Total	4 (20%)	6 (30%)	10 (50%)	20 (100%)*

**Includes: Russ Farm (All 16 units); River's Edge (3 of 15 units); Creekside (1 of 3 units)*

Table 36. Unit Distribution of Family Units, Third Round

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	0	6	0	6 (15%)
Low-Income	3	8	5	16 (40%)
Moderate-Income	2	13	3	18 (45%)
Total	5 (12.5%)	27 (67.5%)	8 (20%)	40 (100%)*

**Includes: River's Edge (12 of 15 units); Creekside (2 of 3 units), and Cornerstone at Delanco (26 of 63 units)*

Table 37. Unit Distribution of Family Units, Fourth Round

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	1	0	1	2 (11.76%) *
Low-Income	1	5	1	7 (41.18%)
Moderate-Income	1	4	3	8 (47.06%)
Total	3 (17.65%)	9 (52.94%)	5 (29.41%)	17 (100%)**

** Not including other non-family, very low-income units that aren't accounted for in this family unit chart.*
***Includes Cornerstone at Delanco (17 of 37 units)*

FAIR SHARE PLAN SUMMARY

Delanco Township has fully satisfied its obligations for the Prior Round and Third Round through the completion of affordable housing units (COAH- and Court-approved) including a mix of off-site sale and rental affordable units by the developer of Russ Farm and the non-profit entities (MEND and Salt & Light), on-site affordable sale units at River's Edge inclusionary housing development, the Creekside inclusionary development which includes affordable rental units, the 100% senior affordable housing development at Zurbrugg Mansion, the 100% family affordable housing development at Cornerstone at Delanco, an RCA with the Borough of Palmyra funded by the developer of Russ Farm, and Prior Round and Third Round rental bonuses.

The Township has fully satisfied its Fourth Round Prospective Need through the use of existing, completed affordable housing units at 100% affordable housing sites that

were either Third Round excess senior affordable rental credits (Abundant Life/Living Springs) or surplus family affordable rental credits (Cornerstone at Delanco).

The Township plans to address its Fourth Round Present Need/Rehab Share through participation in rehabilitation programs offered by the Burlington County Department of Community Development and Housing and by allocating funds from the Township's affordable housing trust fund toward rehabilitation of existing affordable rental units.

MONITORING/STATUS REPORT

In accordance with the requirements of N.J.S.A. 52:27D-329.2 and -329.4 as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide a detailed accounting through DCA's new Affordable Housing Monitoring System ("AHMS") of all affordable units constructed and construction starts during the prior calendar year, and of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting in AHMS of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

Although the Township has fully addressed its Prior Round, Third Round and Fourth Round obligations with built and occupied affordable units, the Township or any other interested party may file an action through the Program seeking a realistic opportunity review at the midpoint of the Fourth Round and shall provide for notice to the public.

FAIR HOUSING ORDINANCE AND AFFIRMATIVE MARKETING

The Township of Delanco has a Court-approved Fair Housing Ordinance (Appendix M) that was adopted on December 5, 2016, by Ordinance No. 2016-14 as part of the Township's Third Round JOR. Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated Fair Housing Ordinance in accordance with court-upheld COAH's rules, DCA's proposed new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations that are anticipated to be released shortly, as well as to address any terms of the court-approved Third Round FSHC agreement, if relevant. The Ordinance governs the establishment of affordable units in the Township and regulates the occupancy of such units. The Township's Fair Housing Ordinance covers the phasing of affordable units, the low/moderate income split, including that 13% of all units approved and constructed since 2008 be affordable to very low-income households earning no more than 30% of median income,

bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification, etc.

The Township Clerk will continue to hold the position of Municipal Housing Liaison (“MHL”). To conduct affirmative marketing and monitoring of affordable units, existing affordable units within the Township are marketed and administered by MEND, Triad, S&L or the developer of a specific project such as the Walters Group, Living Springs and Zurbrugg Mansion.

The Township currently has a court-approved Affirmative Marketing Plan and has prepared a Preliminary Fourth Round Affirmative Marketing Plan (Appendix N). Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated Affirmative Marketing Plan in accordance with DCA’s proposed new regulations at N.J.A.C. 5:99, UHAC’s new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules. The Township has an adopted Affirmative Marketing Plan for all affordable housing sites. The Township’s current Affirmative Marketing Plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township’s housing region, Region 5, consisting of Burlington, Camden and Gloucester Counties.

The Affirmative Marketing Plan lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH’s rules and N.J.A.C. 5:80-26.1. All newly created affordable units will comply with the minimum 30-year or 40-year (for rentals) affordability control required by UHAC, N.J.A.C. 5:80-26.1 *et seq.* This plan must be adhered to by all private, nonprofit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

As required by the Court-approved Third Round FSHC agreement, the Affirmative Marketing Plan lists FSHC, Southern Burlington County Branch of the NAACP, Willingboro NAACP, Latino Action Network, MEND, Lutheran Social Ministries of New Jersey, Camden County Council on Economic Opportunity, the Burlington County Community Action Program (“BCCAP”) among the list of community and regional organizations. The Township shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or individual or companies retained to do affirmative marketing, to comply with this paragraph. Finally, in accordance with

the July 2020 amendment to the FHA, the Township has included in its Affirmative Marketing Plan that all units subject to affirmative marketing requirements be listed on the state Housing Resource Center website.¹⁹

COST GENERATION

The Township's Zoning Ordinance has been reviewed to eliminate unnecessary cost generating standards, and provides for expediting the review of development applications containing affordable housing. Such expediting may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. All development applications containing affordable housing must be reviewed for consistency with the Zoning Ordinance, Residential Site Improvement Standards ("RSIS") (N.J.A.C. 5:21-1 *et seq.*) and the mandate of the FHA regarding unnecessary cost generating features. The Township will comply with COAH's requirements for unnecessary cost generating requirements, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing, N.J.A.C. 5:93-10.3. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will revise its Zoning Ordinance, if needed, in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations, anticipated to be released shortly, in order to address new requirements to address cost generative issues.

DEVELOPMENT FEE ORDINANCE

A development fee ordinance establishes a fee to be paid by developers of market-rate residential and/or non-residential construction. All fees collected are deposited into an Affordable Housing Trust Fund, the balance of which may only be spent on eligible affordable housing related costs.

The Township's development fee ordinance (Appendix O) was adopted on October 6, 1997 by Ord. No. 12-1997 and most recently amended November 10, 2008, via Ord. No. 2008-12 to comply with the 2008 FHA amendment. The ordinance permits collection of residential development fees equal to 1.5% of the equalized assessed value of residential development in all zoning districts, and mandatory non-residential development fees equal to 2.5% of the equalized assessed value of new non-residential construction and additions in all zoning districts, unless exempted. An additional provision within the ordinance permits the Township to impose a development fee of 6% on additional units that may result from a site where a "d(5)" density variance is granted by the Zoning Board of Adjustment.

¹⁹ <https://njhrc.gov>

SPENDING PLAN

The Township has prepared a Fourth Round Spending Plan (Appendix K), which discusses anticipated revenues, collection of revenues, and the use of revenues, in accordance with N.J.A.C. 5:93-5.1(c). All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Fourth Round HEFSP and the Spending Plan. Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated spending plan, if necessary, in accordance with DCA's proposed regulations at N.J.A.C. 5:99, UHAC's proposed 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules, not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules.

The Township may, in the future, seek to amend its Spending Plan and obtain court approval to use its affordable housing trust funds for the following additional permitted affordable housing activities, including new, emergent affordable housing activities, subject to applicable limitations and minimum expenditures:

- Rehabilitation;
- New construction;
- Purchase of land for low and moderate income housing;
- Improvement of land to be used for low and moderate income housing;
- Extensions and/or improvements of roads and infrastructure to low and moderate income housing sites;
- Assistance designed to render units to be more affordable and administration of the implementation of the housing element.

At least 30% of development fees and interest collected must be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan and for the creation of very low-income units. Additionally, no more than 20% of trust fund revenues collected each year may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, an HEFSP, and/or an affirmative marketing program.

Delanco Township intends to spend development fee revenues pursuant to N.J.A.C. 5:93-8.16 and in conjunction with the housing programs outlined in this Fourth Round HEFSP. The Township will dedicate the existing balance and projected revenues to cover the potential costs of its affordable housing programs.

The adoption of the Township’s Fourth Round Spending Plan will constitute a “commitment” for expenditure per the FHA at *N.J.S.A. 52:27D-329.2*, with a four-year time period for expenditure that will start with the entry of the Superior Court’s Fourth Round JOR and/or Compliance Certification.

MULTIGENERATIONAL FAMILY HOUSING CONTINUITY

The FHA requires an HEFSP to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (*C.52:27D-329.20*). As of May 2025, no recommendations have been issued by the Commission.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The entirety of Delanco Township is located in the Metropolitan Planning Area (PA-1) as established by the SDRP. The State Plan’s intent for the Metropolitan Planning Area is to:

- Provide for much of the state’s future growth in compact development and redevelopment;
- Revitalize cities, towns and neighborhoods, and in particular overburdened neighborhoods;
- Address existing legacy issues such as air pollution, urban heat islands, lead contamination, Brownfields, urban highways, and combined sewer systems;
- Prevent displacement and gentrification;
- Promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms;
- Rebalance urbanization with natural systems;
- Promote increased biodiversity and habitat restoration;
- Stabilize and enhance older inner ring suburbs;
- Redesign and revitalize auto oriented areas;
- Protect and enhance the character of existing stable communities

Delanco Township is a developed community with access to regional transit connections at the Delanco River Line station. All affordable housing sites satisfying the Township’s obligations have public water, sewer, and stormwater management facilities, where required.

**APPENDIX A – APRIL 2025 COURT ORDER, FOURTH ROUND DECLARATORY
JUDGMENT FILING**

PREPARED BY THE COURT

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP OF
DELANCO, BURLINGTON
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2**

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
BURLINGTON COUNTY
DOCKET NO. BUR-L-219-25

Civil Action
Mt. Laurel Program

**ORDER FIXING MUNICIPAL
OBLIGATIONS FOR “PRESENT NEED” AND
“PROSPECTIVE NEED” FOR THE FOURTH
ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 28, 2025 (“DJ Complaint”) by the Petitioner, Township of Delanco (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled “*Affordable Housing Obligations for 2025-2035 (Fourth Round)*”,¹ therein setting forth the “present need” and prospective need” obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

AND IT APPEARING that, pursuant to the DCA’s Fourth Round Report, the “**present**

¹ See https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

need” obligation of the Petitioner has been calculated and reported as **twenty (20)** affordable units, and its “**prospective need**” obligation of the Petitioner has been calculated and reported as **thirty (30)** affordable units, and which calculations have been deemed “presumptively valid” for purposes of the FHA;

AND THE COURT, having determined that no “interested party” has filed a “challenge” to the Petitioner’s DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the “present need” and “prospective need” affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA’s Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 8 day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **twenty (20)** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **thirty (30)** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the “present need” and “prospective need” allocations aforesaid (and which plan shall include the elements set forth in the “Addendum” attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay..

IT IS FURTHER ORDERED, that any and all “challenges” to the Petitioner’s housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #BUR-L-219-25, and as provided for and in accordance with Section III.B of Directive #14-24; and

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel and the Program Chair upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:



HON. TERRENCE R. COOK, A.J.S.C.

(X) Uncontested.

RAYMOND COLEMAN HEINOLD, LLP

Douglas L. Heinold, Esq.
325 New Albany Road
Moorestown, New Jersey 08057
(856) 222-0100
NJ Attorney ID No. 6241996
Attorneys for Township of Delanco

**IN THE MATTER OF THE
APPLICATION OF THE
TOWNSHIP OF DELANCO**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY

DOCKET NO. BUR-L-____ - ____
CIVIL CASE TYPE 816 (AFFORDABLE
HOUSING) (MT. LAUREL)

**COMPLAINT FOR FOURTH ROUND
DECLARATORY JUDGMENT
UNDER THE FAIR HOUSING ACT**

Plaintiff, Township of Delanco (hereinafter “Township” or “Delanco”) hereby alleges and says:

1. Delanco is a duly incorporated municipal corporation of the State of New Jersey, with principal offices at 770 Coopertown Road, Delanco, New Jersey 08075.

2. The Township previously filed a Third Round Declaratory Judgment action under Docket No. BUR-L-2595-15.

3. That action resulted in the entry of a Third Round Final Declaratory Judgment of Compliance and Repose in favor of the Township, by Order dated August 17, 2017.

4. Under that Third Round Order the Township has immunity and repose from Mount Laurel suits through the Third Round. The Township has maintained compliance and that Order remains uninterrupted to this date.

5. Per P.L. 2024, c.2, enacted on March 20, 2024, the Fair Housing Act at N.J.S.A. 52:27D-301 was amended, which abolished the prior Council on Affordable Housing (“COAH”) agency and process and created a new program for Fourth Round affordable housing compliance (“Amended FHA”).

6. Glenn A Grant, J.A.D., Acting Administrative Director of the Administrative Office of the Courts, issued Directive #14-24, dated December 13, 2024, which specifies that where a municipality intends to accept its Fourth Round present need and prospective need numbers as promulgated by the New Jersey Department of Community Affairs (“DCA”), not only must it pass a resolution prior to January 31, 2025, it must also file a Declaratory Judgment action through eCourts with the Burlington County Superior Court.

7. The Township Committee in Delanco Township adopted Resolution ___-2025 at its regularly scheduled public meeting on January 27, 2025, wherein the Township accepted DCA’s October 18, 2024 promulgated Fourth Round numbers for the Township including its Present Need Obligation of 20 units and the Prospective Need Obligation of 30 units described in the Resolution, authorized the publishing of the Resolution on the Township website within 48 hours after adoption of the Resolution, authorized the filing of the Resolution as part of the filing of this authorized Declaratory Judgment action with the Burlington County Superior Court within 48 hours after adoption of the Resolution and attaching the Township’s Resolution, which, per Directive #14-24, fulfills the Amended FHA’s requirement to file the Resolution with the Affordable Housing Dispute Resolution Program in the Administrative Office of the Courts through eCourts.

8. Delanco files this Fourth Round Complaint to obtain continued protection and repose in accord with its prior immunity and the Fair Housing Act as amended.

9. The Township has a history of jurisdiction and affordable housing compliance before this Court.

10. While the Township has additional time from the filing of this Complaint to prepare a Housing Element and Fair Share Plan to address the Fourth Round obligation, the Township has already planned for and facilitated the construction of affordable housing within the Township. The Township has met its prior round obligations with respect to the First, Second, and Third Rounds, and all units have been constructed.

11. Based upon this history, the Township has not only been a voluntary participant in planning for affordable housing, it has been the “catalyst for change” recognized under the Mount Laurel Doctrine. There has been no other catalyst in the Township with respect to any open obligation to provide affordable housing.

12. The Township is legally entitled to continued immunity. No exclusionary lawsuit against the Township should be permitted.

13. Given that the Township’s past plans, actions and compliance efforts have not only resulted in the reasonable opportunity for affordable housing but in actual construction of that affordable housing, that prior development has created affordable housing credits per the Amended FHA to satisfy the Fourth Round obligation and a surplus, the Township fully intends and will claim the maximum amount of surplus permitted to be credited to the Fifth Round.

WHEREFORE, the Township of Delanco hereby demands judgment granting the following relief:

1. An Order continuing the Township and the Board’s immunity from all Mount Laurel lawsuits, while the following occurs:

- (a) The Township prepares and adopts a Fourth Round Housing Element and Fair Share Plan; and
 - (b) Such additional time period that the Court deems equitable and just.
2. Upon final review and approval of the Fourth Round Plan, a Judgment of Compliance and Repose to extend for a period of ten (10) years.
 3. Such other relief as the Court deems equitable and just.

RAYMOND COLEMAN HEINOLD, LLP



Douglas L. Heinold, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO RULE 4:5-1

I, Douglas L. Heinold, Esquire, attorney for the Defendant, Township of Delanco in the within action hereby certify that to the best of my knowledge, information and belief, the matter in controversy is not the subject of any other pending or contemplated court action or arbitration, nor should any other person be joint in this litigation.

RAYMOND COLEMAN HEINOLD, LLP
Attorneys for the Defendant,
Township of Delanco



Date: January 28, 2025

Douglas L. Heinold, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Douglas L. Heinold, is hereby designated as trial counsel for the Defendant, Township of Delanco.

RAYMOND COLEMAN & HEINOLD, LLP
Attorneys for the Defendant,
Township of Delanco



Date: January 28, 2025

Douglas L. Heinold, Esq.

**TOWNSHIP OF DELANCO
(COUNTY OF BURLINGTON)**

**RESOLUTION COMMITTING TO DCA'S FOURTH ROUND AFFORDABLE
HOUSING PRESENT NEED AND PROSPECTIVE NEED NUMBERS**

RESOLUTION # 2025-32

WHEREAS, on March 20, 2024, P.L. 2024, c.2, was signed into law which amended the Fair Housing Act at N.J.S.A. 52:27D-301 *et seq.*, (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA requires the Department of Community Affairs ("DCA") to produce non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported estimates of the obligations for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA Report calculates the Township of Delanco's Fourth Round (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 20 and a Prospective Need or New Construction Obligation of 30; and

WHEREAS, the Amended FHA provides that "All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions" (N.J.S.A. 52:27D-311(m)); and

WHEREAS, based on the foregoing, the Township of Delanco accepts the DCA calculations of the Township's fair share obligations and commits to its fair share of 20 units present need and 30 units prospective need as part of the Housing Element and Fair Share Plan it subsequently submits in accordance with the Amended FHA; and

WHEREAS, the Township of Delanco reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, in the event that the FHA is further amended or any rulings or legal precedents arise after the adoption of this Resolution, the Township of Delanco reserves the right to adjust its position in response to and in light of same, particularly if such a change alters the deadlines and/or requirements placed upon the Township pursuant to the Amended FHA; and

WHEREAS, in light of the above, the Committee of the Township of Delanco finds that it is in the best interest of the Township of Delanco to declare its commitment to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director of the Administrative Office of the Courts issued Directive #14-24, dated December 13, 2024; and

WHEREAS, pursuant to Directive #14-24, “a municipality seeking a certification of compliance with the Amended FHA shall file an action in the form of a declaratory judgment complaint...in the county in which the municipality is located...within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner”; and

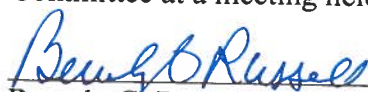
WHEREAS, the Township of Delanco seeks a compliance certification with the Amended FHA and, therefore, directs its Township Attorney to file a declaratory relief action within 48 hours of the adoption of this resolution in Burlington County.

NOW, THEREFORE, BE IT RESOLVED on this 27th day of January, 2025 by the Committee of the Township of Delanco as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.
2. The Township of Delanco hereby commits to the DCA Fourth Round Present Need Obligation of 20 units and the Fourth Round Prospective Need Obligation of 30 units described in this resolution, subject to all reservations of rights set forth above.
3. The Township of Delanco hereby directs its Township Attorney to file a declaratory judgment complaint in Burlington County within 48 hours after adoption of this resolution, attaching this resolution.
4. The Township of Delanco authorizes its Township Attorney to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.
5. The Township of Delanco hereby directs its Township Clerk to publish this resolution on the Township’s website within 48 hours after adoption of this resolution, attaching this resolution.
6. This resolution shall take effect immediately, according to law.

CERTIFICATION

I, Beverly G. Russell, RMC, Deputy Clerk of the Township of Delanco, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Township of Delanco Committee at a meeting held on January 27, 2025.



 Beverly G. Russell, Deputy Clerk

Civil Case Information Statement

Case Details: BURLINGTON | Civil Part Docket# L-000219-25

Case Caption: IN THE MATTER OF DELANCO TWP

Case Initiation Date: 01/28/2025

Attorney Name: DOUGLAS LYNN HEINOLD

Firm Name: RAYMOND COLEMAN HEINOLD LLP

Address: 325 NEW ALBANY ROAD

MOORESTOWN NJ 08057

Phone: 8562220100

Name of Party: PLAINTIFF : Delanco Township

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: AFFORDABLE HOUSING

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Delanco Township? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

01/28/2025

Dated

/s/ DOUGLAS LYNN HEINOLD

Signed

**APPENDIX B – THIRD ROUND DECLARATORY JUDGMENT OF COMPLIANCE AND
REPOSE, FSHC SETTLEMENT AGREEMENT**

RAYMOND COLEMAN HEINOLD, LLP
Douglas L. Heinold, Esq.
325 New Albany Road
Moorestown, New Jersey 08057
(856) 222-0100
Attorneys for Township of Delanco

FILED with the Court

AUG 17 2017

Ronald E. Bookbinder, A.J.S.C.

**IN THE MATTER OF THE APPLICATION OF
THE
TOWNSHIP OF DELANCO**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY**

**DOCKET NO. BUR-L-2595-15
CIVIL ACTION (MT. LAUREL)**

**FINAL DECLARATORY JUDGMENT OF
COMPLIANCE AND REPOSE**

THIS MATTER having come before the Court initially upon the Verified Complaint for Declaratory Judgment filed by Petitioner, Township of Delanco ("Township"), seeking a determination that the Township has complied with its Third Round (1999-2025) Mt. Laurel obligation, in accordance with the procedures set forth in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 NJ 1 (2015) (Mount Laurel IV); and

ON APPLICATION opened to the Court by Douglas L. Heinold, Esquire, Raymond Coleman Heinold, LLP (Attorney for Delanco Township), appearing with Mary Beth Lonergan, A.I.C.P., P.P, Clarke Caton Hintz, PC, (Affordable Housing Planner for Delanco Township), on notice to and with appearance by Kevin D. Walsh, Esquire, appearing on behalf of Intervenor Fair Share Housing Center ("Fair Share Housing"), and in the presence of Special Master, Francis J. Banisch, A.I.C.P., P.P. ("Special Master"), with the Court having entered a prior Order Granting Immunity and Judgment of Repose, dated November

DB

7, 2016, which Order determined that that the Delanco Township Amended Third Round Housing Element and Fair Share Plan (2016) created a realistic opportunity to achieve the Township's Affordable Housing Obligations under the Mount Laurel Doctrine, subject to conditions set forth at Par. 3.a: "The Township shall comply with the recommendations of the Special Master as set forth in his report including but not limited to undertaking certain Ordinances and Resolutions set forth on pages 8-9 of the Report."; and

THE TOWNSHIP having properly caused notice to be published of the Compliance Hearing with said notice providing an opportunity for any interested party to file an objection or comments on or before April 7, 2017 and no parties having entered objections; and

THE COURT and Court Master having received and reviewed a subsequent submission from the Township dated February 7, 2017, with supporting documentation, and the Court Master having issued a letter report dated April 7, 2017 concluding "the Township has fully satisfied the conditions" of the prior approval, and the Court having considered the moving papers, the matters of record submitted by the parties, the reports of the Special Master, the testimony of the Special Master and the representations of counsel, and the Court having provided an opportunity for the parties and members of the public to ask questions or provide comments on the Township's submissions and matters addressed in the proceedings, and for reasons placed on the record during the July 11, 2017 Compliance Hearing the Court having determined to enter a Final Declaratory Judgment of Compliance and Repose at this time, as hereinafter set forth;

IT IS THEREFORE ON THIS 17 DAY OF JULY, 2017, ADJUDGED, DECLARED AND ORDERED AS FOLLOWS:

1. The Court does hereby acknowledge the passage by Delanco Township of the following: Delanco Township Ordinance 2016-14, amending Chapter 58 governing

“Fair Housing” dated December 5, 2016; Delanco Township Resolution 2016-150 Appointing Municipal Housing Liaison on December 5, 2016; Delanco Township Resolution 2016-152 Appointing Affordable Housing Administrative Agents dated December 5, 2016; and Delanco Township Resolution 2016-153 Adopting Affirmative Marketing Plan (Affordable Housing) dated December 5, 2016; and

2. Delanco Township has satisfied all additional conditions set forth in the prior Letter Report of the Special Master, Francis J. Banisch, A.I.C.P., P.P., dated August 30, 2016, which satisfaction of all conditions has been confirmed to the court by the Special Master; and

3. The Court finds that the Township’s spending plan is valid and should be approved by the Court, and that the expenditures of funds contemplated under the spending plan constitute “commitment” for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment of compliance and repose approving the Delanco Township/FSHC settlement and the Township’s compliance plan in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff’d 442 N.J. Super. 563), which finding is supported by a letter from the Court Master dated July 25th, and attached hereto.

4. The November 7, 2016 Order Granting Immunity and Judgment of Repose, except as specifically modified and updated herein, is hereby adopted and incorporated herein as if fully set forth; and

5. It is hereby declared that Delanco Township land use regulations and affirmative devices comply with the Township’s constitutional obligation with respect to affordable housing under the Mount Laurel doctrine; and

6. Judgment is hereby declared in favor of plaintiff Delanco Township for a Final Declaratory Judgment of Compliance and Repose pursuant to East/West Venture v. Borough of Fort Lee and the Mount Laurel line of cases; and

7. This Judgment of Compliance and Repose shall extend 10 years from the date of initial application deadline, or specifically until July 8, 2025.

AND IT IS FURTHER ORDERED that a copy of this Judgment be served upon all interested parties within 7 days of receipt.



HON. RONALD E. BOOKBINDER, A.J.S.C.

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Heinold|Norman^{LLP}
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^ΔOf Counsel

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June 30, 2016

Kevin Walsh, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002

Re: In the Matter of the Application of Delanco Township (Burlington County)
Docket No.: BUR-L-2595-2015

Dear Mr. Walsh:

This letter memorializes the terms of an agreement reached between the Township of Delanco (the "Township" or "Delanco"), the declaratory judgment plaintiff, and Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015)(Mount Laurel IV) and, through this settlement, a defendant in this proceeding.

Background

Delanco filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. The Township, FSHC, the Court Master, and the Court undertook the following actions and processes:

1. Numerous telephone conferences were held between the Court and the Parties;
2. By date of December 11, 2015, the Court entered an Order of continued immunity and repose, wherein the Township was directed by the Court to diligently pursue preparation and submission of a preliminary summary of its housing element and fair share plan that demonstrates the satisfaction of the Township's present need, Prior Round (1987-1999) and Third Round (1999-2025) fair share obligations in accordance with applicable law ("Township Draft Plan");

3. The Court continued the appointment of Frank Banisch, P.P., to serve as Special Master;
4. By motion dated December 7, 2015, the Township's Draft Plan was submitted to the Court and FSHC on or before November 16, 2015, and the Draft Plan included the Township's proposed calculations of its affordable housing obligation for the Third Round (1999-2025), setting that obligation at 132 units. The Township's Draft Plan was approved by the Planning Board and Governing Body on or before December 7, 2015;
5. By letter dated January 26, 2016, in response to the Township's motion, the Court Master, Frank Banisch, recommended continued immunity;
6. A February 1, 2016 phone conference was held between the Parties and the Court, and thereafter, numerous communications between the Parties and upon notice to the Court, the Parties reached a framework for a settlement of this matter;
7. On February 9, 2016, the Court issued a second Order further extending immunity and repose;
8. On or about March 22, 2016 a third Order further extending immunity and repose was entered by the Court;
9. A May 6, 2016 phone conference was held between the Parties, the Court, and the Court Master, setting forth a process for the settlement, including this agreement and a fairness hearing;
10. A May 16, 2016 Order (fourth) was submitted to the Court and is pending at the time of the drafting of this Agreement;
11. A fairness hearing is scheduled before the Court on July 20, 2016 at 2:00 p.m., which shall be duly noticed 30 days in advance by the Township; and
12. The Court Master shall submit his report to the Court, with copy to all Parties, by July 13, 2016; and

Through that action and process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of the attached fair share plan, Exh. A, and the implementation of that plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. Delanco and FSHC hereby agree that Delanco's affordable housing obligations are as follows:

Rehabilitation Share (per 2015 Kinsey report)	23 Units
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	61 Units
Third Round Prospective Need (per Kinsey Report ¹ , as adjusted through this settlement agreement)	131 Units

4. The Township's efforts to meet its present need/rehabilitation share include participation in the County's Home Improvement Loan Program and Community Development Block Program. Should the rehabilitation of additional units be required and there is a funding shortfall, the Township will adopt a Resolution of Intent to Bond (Exh. B – Draft resolution). The above indicated mechanisms are sufficient to satisfy the Township's rehabilitation obligation.
5. As noted above, the Township has a Prior Round prospective need of 61 units, which is met through the following compliance mechanisms:

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, April 16, 2015, revised July 2015.

Delanco Township's Prior Round Compliance Mechanisms: 61-Unit Prior Round	Credits	Bonuses	Total
<i>Inclusionary Developments – completed</i>			
Russ Farm – family for-sale off-site - 404 Illinois Ave.	1	0	1
Russ Farm – family rentals off-site – multiple sites	15	15	30
Russ Farm – funded RCA with Palmyra	14	0	14
River's Edge - family affordable sale units on-site	15	0	15
River's Edge/Zurbrugg – senior affordable rentals (11 of 27)	11	0	11
Creekside – family affordable rentals (1 of 3)	1	1	2
Total	57	16	73
<i>Prior Round Surplus</i>			<i>12</i>

Maximum Prior Round Seniors = 11; (per N.J.A.C. 5:93-6.1(b) 1

.25((61 + 23) – 23 rehab component – 14 RCAs) = 11.75, required to round down to 11

Minimum Prior Round Rentals = 16; (per N.J.A.C. 5:93-5.15(a))

.25((61 + 23) – 23 rehab component) = 15.25, required to round up to 16

6. The Township has implemented the following mechanisms to address its Third Round prospective need of 131 units:

Delanco Township Third Round Compliance Mechanisms: 131-Unit Third Round	Credits	Bonuses	Total
<i>Surplus Credits - Prior Round - completed</i>	12	0	12
<i>Inclusionary Developments</i>			
Creekside – affordable family rentals, 2 of 3, balance – completed	2	2	4
Zurbrugg – affordable senior rentals, 16 of 27 bal. – completed	16	0	16
High Point –in-lieu payment – approved	–	–	–
<i>100% Affordable Sites</i>			
Abundant Life/Living Springs – 94+ affordable senior rentals; (senior cap) – completed	16	0	16
Abundant Life/Living Manor – affordable special needs – completed	20	0	20
Rhawn/Cornerstone at Delanco - affordable family rental units – approved, awarded tax credits	63	31	94
TOTAL	129	33	162

Maximum Third Round Seniors = .25(131) = 32.75 required to round down to 32
Minimum Third Round Rentals = .25(131) = 32.75 required to round up to 33

7. The Township continues to provide for not only the realistic opportunity for, but actual construction of, inclusionary development through the adoption of zoning ordinances. The Township will provide a realistic opportunity for the development of affordable housing that will be developed or created through the 100% affordable Cornerstone at Delanco.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide documentation indicating the funding available to the municipality and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets those obligations as follows: In accordance with N.J.A.C. 5:93-5.5, the municipality has adequate and stable funding. Based on the Township's attached fair share plan the only projects requiring outside funding are the Cornerstone at Delanco and any required local rehabilitation.

- a. The 100% affordable Cornerstone at Delanco (formally the Rhawn site) project received funding through permanent mortgage financing (\$520,000), deferred Developer Fee (\$927,410) and a 9% Low Income Housing Tax Credit (\$15,843,209) awarded on November 18, 2015. The project is fully funded and per the developer there are "no outstanding sources of funding that have not been awarded."
- b. The Township's spending plan (an exhibit of the attached fair share plan) projects that sufficient funds will be available over the next 10 year period to fully fund the zero unit rehabilitation obligation, to the extent a local rehabilitation program is required to be implemented.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for monitoring the construction and overall development activity. The Township meets those obligations as follows:

- a. The Township's Construction and Planning Department will be responsible for monitoring the construction and overall development activity related to the Cornerstone at Delanco. The project is located in an approved area in need of redevelopment, was awarded LIHTC funding and received preliminary site plan approval. The following timeline presents an overview of the necessary additional steps:

Final Site Plan Approval - June 2016
Construction Closing - September 2016
Begin Marketing / Leasing - September 2017
Construction Completion - December 2017
Lease Up - June 2018

8. The Township agrees to require 13% of all units referenced in this plan, with the exception of units that have been constructed as of July 17, 2008, to be very low income units, with half of the very low income units being available to families. Although no more than 13 very-low income units are required ($98 \text{ post-2008 units} \times 0.13 = 12.74$), a total of 24 very-low units will be provided. The municipality will comply with those requirements as follows:
 - a. Five (5) very low income senior rental units at Zurbrugg Mansion;
 - b. One (1) very low income family rental unit at Russ Farm;
 - c. 10 very-low income senior rental units at Living Springs Senior Residence; and
 - d. Eight (8) very-low income family rental units at the Cornerstone at Delanco.
9. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93 (i.e. one bonus credit per eligible rental unit up to the 25 percent maximum).
10. At least 50 percent of the units in each of the Third Round Prospective Need sites shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
11. At least half of the units addressing the Third Round Prospective Need in total must be available to families.

12. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligations for more than 25% of units developed or planned to meet its fair share obligation.
13. The Township shall add to the list of community and regional organizations in its affirmative marketing plan pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center (FSHC), Southern Burlington County Branch of the NAACP, Willingboro NAACP, Latino Action Network, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries of New Jersey, Camden County Council on Economic Opportunity, the Burlington County Community Action Program (BCCAP) and other non-profit/civil rights organizations to be added in the future and shall as part of its regional affirmative marketing strategies during its implementation of this plan provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
14. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. or any successor regulation, and all other applicable law, provided that the Township shall require projects receiving nine percent Low Income Housing Tax Credits to have a control period of not less than a 30 year compliance period plus a 15 year extended use period. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that these provisions are satisfied.
15. As an essential term of this settlement, within forty five (45) days of Court Approval of this Settlement Agreement, the Township shall introduce an ordinance providing for the amendment of the Township's Housing Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.
16. The parties agree that if a court of competent jurisdiction in Burlington County, or an administrative agency responsible for implementing the Fair Housing Act, calculates an obligation for the Township for the period 1999-2025 that is lower by more than twenty (20%) percent of the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including to the extent applicable by leaving in place any site specific zone

changes made or continued in connection with the plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of 100% affordable developments referenced herein; and otherwise fulfilling fully the fair share obligations established herein. The reduction of the Township's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carryover any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Township has prepared a spending plan that is attached hereto as an exhibit to the fair share plan. The parties to this agreement agree that this spending plan is valid and should be approved by the court. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual monitoring of trust fund activity to the Court, Special Master, and Fair Share Housing Center, and all entities on the affirmative marketing list in this agreement, using forms previously developed for this purpose by the Council on Affordable Housing. The monitoring shall include an accounting of any housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
18. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual monitoring of affordable housing activity to the Court, Special Master, and Fair Share Housing Center, and all entities on the affirmative marketing list in this agreement, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review as of July 1, 2021 as required pursuant to N.J.S.A. 52:27D-313, the Township will provide to the Court, with notice to Fair Share Housing Center and other interested parties identified in this agreement, including all entities on the affirmative marketing list in this agreement, a status report as to its implementation of its Fair Share Plan and any comments as to whether any unbuilt sites continue to present a realistic opportunity, with the opportunity for any interested party to submit comments and request a hearing before the court as to whether any sites no longer present a realistic opportunity and should be replaced.

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every three years thereafter, the Township will provide to the Court, with notice to Fair Share Housing Center and other interested parties identified in this agreement, including all entities on the affirmative marketing list in this agreement, a status report as to its satisfaction of its very low income requirements, including family low income requirements referenced herein, with the opportunity for any interested party to submit comments and request a hearing before the court as to whether the municipality has complied and whether any corrective actions should be taken.
20. A condition of this agreement is that FSHC shall be granted as part of any final judgment party status in this matter and shall be deemed to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading.
21. This settlement agreement must be approved by a court prior to going into effect through a fairness hearing process, as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to not challenge the attached fair share plan in court during the fairness hearing in which it is reviewed. FSHC agrees that the municipality may receive the “judicial equivalent of substantive certification” in accordance with the Supreme Court’s decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015).
22. This settlement agreement may be enforced through a motion to enforce litigant’s rights or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney’s fees.
23. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
24. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
25. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

26. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
27. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
28. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
29. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
30. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
31. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
32. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO THE TOWNSHIP: Douglas L. Heinold, Esquire
Raymond Coleman Heinold & Norman, LLP
325 New Albany Road
Moorestown, NJ 08057
Phone: (856)222-0100
Telecopier: (856)222-0411
Email: dheinold@rclawnj.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Janice M. Lohr, RMC, Township Clerk
Delanco Township
770 Coopertown Road
Delanco, NJ 08075
Phone: (856)461-0561 (x224)
Telecopier: (856)461-0685
Email: jlohr@delancotownship.com

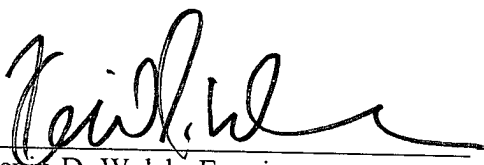
TO FSHC: Kevin D. Walsh, Esquire
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: kevinwalsh@fairsharehousing.org

Please sign below if these terms are acceptable. Upon approval by the governing body, I will countersign below.

Very truly yours,
RAYMOND COLEMAN
HEINOLD & NORMAN, LLP



DOUGLAS L. HEINOLD



Kevin D. Walsh, Esquire
Counsel for Intervenor/Interested Party
Fair Share Housing Center

8/10/2016

On behalf of the Township of Delanco, with the authorization
of the governing body by Resolution dated August 13, 2016

JUNE
(RES # 2016-80)



Douglas L. Heinold, Esquire

Dated: 8.15.16

APPENDIX C – MEND/S&L (RUSS FARM) DEED RESTRICTIONS



County of Burlington
Human Services: Community Development & Housing
795 Woodlane Road, Westampton, NJ 08060
Mailing: P.O. Box 6000, Mount Holly, NJ 08060
(609) 265-5072 • www.co.burlington.nj.us
Eve A. Cullinan, County Administrator

**Board of
Commissioners**

Felicia Hopson, Director
Tom Pullion, Deputy
Allison Eckel
Daniel O'Connell
Balvir Singh

June 19, 2023

Eileen Wirth, President/CEO, MEND, Inc.
99 East Second Street
Moorestown, NJ 08057-3324

RE: HOME Affordable Housing Developer Program
Delanco Renaissance Apartments Moorestown, NJ
Affordable Deed Restriction Extension/Loan Forgiveness

Dear Ms. Wirth,

Pursuant to the HOME Investment Partnerships Program, the Board of County Commissioners of the County of Burlington approved the no-interest loan dated January 28, 2003, to MEND in the amount of \$526,153.00 for Delanco I: 708-1 to 708-7 Burlington Ave, 309 Holly St., 311 Holly St., and 200 Russ Farm Way, within Delanco Township.

The Burlington County Board of County Commissioners approved MEND's request to forgo repayment of the loan in exchange for a 20-year additional affordability period by Resolution #2023-00302, dated May 24, 2023.

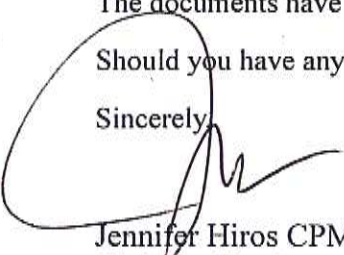
Enclosed are the fully executed documents as follows:

1. Amendment to Promissory note, Loan Agreement and Mortgage, Security Agreement & Conditional Assignment of Leases and Rents
2. Extension of Affordable Housing Restriction

The documents have also been sent for recordation

Should you have any further questions regarding this matter, please contact me at (609) 265-5072.

Sincerely,


Jennifer Hiros CPM, MPA
Division Head

CC: Monica Rego, Community Development and Housing



Burlington County Document Summary Sheet

JOANNE SCHWARTZ BURLINGTON COUNTY CLERK P.O. BOX 6000 50 RANCOCAS RD, 3rd FLOOR MOUNT HOLLY, NJ 08060-1317	Return Name and Address Burlington County Community Development Program PO Box 6000 Mount Holly, NJ 08060
---	--

Official Use Only

Submitting Company	Burlington County Community Development Program
Document Date (mm/dd/yyyy)	06/07/2023
Document Type	Amendment to Promissory Note, Loan Agreement & Mortgage, Security Agreement & Conditional Assignment
No. of Pages of the Original Signed Document (Including the cover sheet)	4
Consideration Amount (If applicable)	\$0.00

First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <small><i>(Last Name First Name Middle Initial Suffix or Company Name as written)</i></small>	Address (Optional)
	Burlington County Board of County Commissioners (formerly known as Burlington County Board of Chosen Freeholders)	49 Rancocas Rd., PO Box 6000, Mt. Holly, NJ 08060

Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <small><i>(Last Name First Name Middle Initial Suffix or Company Name as written)</i></small>	Address (Optional)
	Moorestown Ecumenical Neighborhood Development, Inc. (MEND)	99 East Second Street, Moorestown, NJ 08057

Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Delanco Township	1105, 2100	6,6,01,65		708-1 708-7 Burlington Ave, 309 and 311 Holly St., 200 Russ Farm Way

Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

***DO NOT REMOVE THIS PAGE.**

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

**BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
AMENDMENT TO PROMISSORY NOTE, LOAN AGREEMENT AND
MORTGAGE, SECURITY AGREEMENT & CONDITIONAL ASSIGNMENT
OF LEASES AND RENTS**

BORROWER: MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC.
99 East Second Street, Moorestown, NJ 08057

LENDER: BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
49 Rancocas Road, Mount Holly, NJ 08060

LOAN AMOUNT: \$526,153

PROJECT PROPERTY: Delanco Township, Burlington County
708-1 to 708-7 Burlington Ave, 309 Holly Street 311, Holly Street, and 200 Russ
Farm Way (Block 1105, Lot 6 and 6.01; Block 2100, Lot 65)

WHEREAS, on or about January 28, 2003, the above-named Lender made the above-described Loan to the above-named Borrower for the purpose of creating housing for low-income persons; and

WHEREAS, the Lender's Loan reflected in a Promissory Note dated January 28, 2003, and a Loan Agreement of the same date, copies of which are attached hereto, was conditioned on Borrower's execution and delivery of an Affordable Housing Restriction ("AHR"), by which the Borrower agreed to develop the above-described Property for low-income persons; and

WHEREAS, the AHR, made on January 28, 2003, and recorded in the Burlington County Clerk's Office on February 20, 2003, in DB6037 at page 641, restricted the above-described Project Property for use as a ten units of single-family and multi-family rental housing for low-income persons; and

WHEREAS, the Promissory Note required that the Borrower pay the loan amount on January 27, 2023, the Maturity Date; and

WHEREAS, the Borrower's payment of the Loan was secured by a Mortgage, Security Agreement and Conditional Assignment of Leases and Rents, made on January 28, 2003, and recorded in the Burlington County Clerk's Office in MB8877 at page 781 on February 20, 2003 (the "Mortgage"); and

WHEREAS, the twenty-year term of the AHR has expired and Borrower represents that Borrower has continued to use the Project Property for this purpose; and

WHEREAS, the Borrower has requested that the Lender forgive the above-described Loan on the Borrower's willingness to extend the term of the AHR for an additional twenty-year period; and


WHEREAS, the Lender has approved the Borrower's request on the condition that the Borrower complies with the terms of the AHR, Loan Agreement, and Mortgage for the twenty-year period expiring January 27, 2043; and

WHEREAS, by separate document the Borrower and Lender are amending the AHR; now therefore, Lender and Borrower agree as follows:

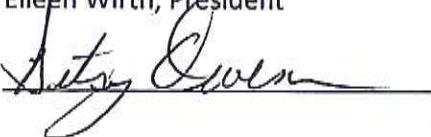
1. Lender agrees that the Borrower is relieved of paying the Loan amount on January 27, 2023.
2. The Mortgage shall continue in effect notwithstanding the period of time stated therein.
3. The Promissory Note, Loan Agreement, and Mortgage shall expire on January 27, 2043, subject to the rest of the terms of this Agreement.
4. If Borrower fails to comply with the requirements of the Note, Loan Agreement, Mortgage of AHR, as amended, the Lender shall have the right to declare Borrower in breach of this Agreement. If the Lender does so the \$526,153 indebtedness shall become due and payable.
5. If Lender declares Borrower in breach of this Agreement pursuant to Paragraph 4, the Lender shall be entitled to take any and all actions provided for breach of the AHR, the Promissory Note, Loan Agreement, and Mortgage.
6. The Lender shall be entitled to enforce this Agreement by any means provided by New Jersey Law.
7. This Agreement shall be effective on its execution by Lender and Borrower.


IN WITNESS WHEREOF and intending to be bound thereby the parties have caused this Agreement to be executed by their duly authorized agents.

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC.
A New Jersey Nonprofit Corporation


By: 
Eileen Wirth, President


Date

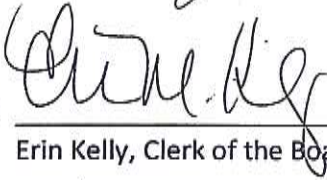
Attest: 


Date

LENDER: BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Eve Cullinan, County Administrator

6/7/2023
Date

Attest: 
Erin Kelly, Clerk of the Board

06/07/2023
Date



Burlington County Document Summary Sheet

JOANNE SCHWARTZ
BURLINGTON COUNTY CLERK
P.O. BOX 6000
50 RANCOCAS RD, 3rd FLOOR
MOUNT HOLLY, NJ
08060-1317

Return Name and Address
Burlington County Community
Development Program
PO Box 6000
Mount Holly, NJ 08060

Official Use Only

Submitting Company		Burlington County Community Development Program			
Document Date (mm/dd/yyyy)		06/07/2023			
Document Type		Extension of Affordable Housing Restriction			
No. of Pages of the Original Signed Document (Including the cover sheet)		4			
Consideration Amount (If applicable)		\$0.00			
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	Burlington County Board of County Commissioners (formerly known as Burlington County Board of Chosen Freeholders)		49 Rancocas Rd., PO Box 6000, Mt. Holly, NJ 08060		
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	(Last Name First Name Middle Initial Suffix) (or Company Name as written)		Address (Optional)	
	Moorestown Ecumenical Neighborhood Development, Inc. (MEND)		99 East Second Street, Moorestown, NJ 08057		
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	Delanco Township	1105, 2100	6,6.01,65		708-1 708-7 Burlington Ave, 309 and 311 Holly St., 200 Russ Farm Way
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

**BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM**

EXTENSION OF AFFORDABLE HOUSING RESTRICTION

BORROWER: MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC.
99 East Second Street, Moorestown, NJ 08057

LENDER: BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS
49 Rancocas Road, Mount Holly, NJ 08060

LOAN AMOUNT: \$526,153

COLLATERAL FOR LOAN: MORTGAGE, SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT
OF LEASES and RENTS, made on January 28, 2003, recorded in the
Burlington County Clerk's Office in MB8877 at page 781 on February 20,
2003

PROJECT PROPERTY: Delanco Township, Burlington County
708-1 to 708-7 Burlington Ave, 309 Holly Street 311, Holly Street, and 200 Russ
Farm Way (Block 1105, Lot 6 and 6.01; Block 2100, Lot 65)

WHEREAS, on or about January 28, 2003, the above-named Lender made the above-described Loan to the above-named Borrower for the purpose of creating housing for low-income persons, Borrower's payment of which was secured by the above-described Mortgages, Security Agreements and Conditional Assignments of Leases and Rents (the "Mortgages"); and

WHEREAS, the Lender's Loan reflected in a Promissory Note dated January 28, 2003, and a Loan Agreement of the same date, copies of which are attached hereto, was conditioned on Borrower's execution and delivery of an Affordable Housing Restriction ("AHR"), by which the Borrower agreed to develop the above-described Project Property for low-income persons; and

WHEREAS, the AHR made on January 28, 2003, and recorded in the Burlington County Clerk's Office in DB6037 at page 641 on February 20, 2003, restricted the Project Property for use as a ten units of single-family and multi-family rental housing for low-income persons; and

WHEREAS, the twenty-year term of the AHR has expired and borrower represents that Borrower has continued to use the property that is subject thereto for this purpose; and

WHEREAS, the Borrower has requested that the Lender forgive the above-described Loan on the Borrower's willingness to extend the term of the AHR for an additional twenty-year period; and


WHEREAS, the Lender has approved the Borrower's request on the condition that the Borrower complies with the terms of the AHR, Loan Agreement, and Mortgage for the twenty-year period expiring January 27, 2043; and

Now, therefore, Borrower and Lender agree as follows:

1. The AHR, as amended by this document, shall continue in effect notwithstanding the period stated in paragraph No.2 therein.
2. The AHR, as amended, shall expire on January 27, 2043 subject to the rest of the terms of this Agreement.
3. If Borrower fails to comply with the requirements of the AHR, the Lender shall have the right to declare the Borrower in breach of this Agreement. If the Lender does so, the \$526,153 indebtedness, the payment of which was secured by the Mortgage, shall become due and payable.
4. If the Lender declares Borrower in breach of this Agreement pursuant to Paragraph No. 3, the Lender shall be entitled to take any and all actions provided for breach of the AHR, the Promissory Note, and the Mortgage.
5. The Lender shall be entitled to enforce this Agreement by any means provided by New Jersey Law.
6. This Agreement shall be effective on its execution by Lender and borrower.

IN WITNESS WHEREOF and intending to be bound thereby the parties have caused this Agreement to be executed by their duly authorized agents.

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC.
A New Jersey Nonprofit Corporation

By: 
Eileen Wirth, President

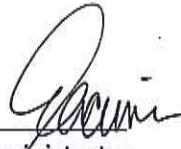
5/26/23
Date

Attest: 

5/26/23
Date

LENDER: BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

By:



Eve Cullinan, County Administrator

Date

6/7/2023

Attest:



Erin Kelly, Clerk of the Board

Date

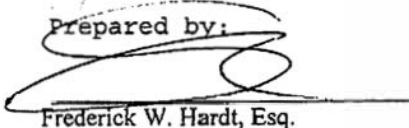
06/07/2023

"Recorded" Copy For MEND

709 Burlington
509 Halk
311 Halk

COAH AFFORDABILITY Units

Prepared by:



Frederick W. Hardt, Esq.

8/1/2001



State of New Jersey
Council on Affordable Housing
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES

A DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

This AGREEMENT is entered into on this 1st day of August , 2001 between Delanco Renaissance, L.L.C., owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and TOWNSHIP COMMITTEE OF THE TOWNSHIP OF DELANCO hereafter "AUTHORITY", which Authority is an instrumentality of Township of Delanco (referred to as the "Municipality,") both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of thirty (30) years beginning on August 1, 2001, and ending after July 31, 2031 when an Affordable Housing rental unit that continues to be occupied by an income- eligible household shall become vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c.222) hereinafter the "Act," the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached EXHIBIT A of this Agreement has (have) been designated as low and moderate income rental housing as defined by the Act; and

ARRIVED

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes

DB5894 PG270

10-11-01 11:00 AM

continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: Russ Farm Farmhouse, 708 Burlington Avenue, Delanco, New Jersey
08075

Municipality: Delanco County: Burlington

Unit numbers: N/A

Efficiency: #1BR: 2 #2BR: 6 #3BR: 1 TOTAL # Units = 9

Block # 1105, Lot 6.01 aka, Block 1105 Lots 6 & 6.01

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy, whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement also applies to the owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block 1105, Lot 6.01 aka, Block 1105, Lots 6 & 6.01 Municipality: Township of Delanco

County: Burlington # of Units: 1

Complete Street Address: 708 Burlington Avenue, Delanco, New Jersey, 08075

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of 30 years beginning on March 1, 2000 and ending on February 28, 2030.

ALL that certain land and premises situate in the Township of Dela County of Burlington and the State of New Jersey, bounded and desc as follows:

TRACT I: BEGINNING at a monument in the intersection of the Northwesternly line of Burlington Avenue (60.0 feet wide) and the Southwesterly line of Holly Street (40.0 feet wide); thence

- 1) along the Southwesterly line of Holly Street (40.0 feet wide), 21 degrees 00 minutes 00 seconds West, a distance of 100.0 feet to p.k. nail corner to Lot 6 and 6.01; thence
- 2) along the line of Lots 6 and 6.01, South 69 degrees 00 minutes seconds West, a distance of 100.0 feet to a rebar corner to Lots 6 6.01; thence
- 3) South 21 degrees 00 minutes 00 seconds East, a distance of 100. to a drill hole in the Northwesternly line of Burlington Avenue; th
- 4) along the Northwesternly line of Burlington Avenue, North 69 deg 00 minutes 00 seconds East, a distance of 100.0 feet to the point place of beginning.

BEING Lot 6, Block 1105.

TRACT II: BEGINNING at a p.k. nail between Lots 6 and 6.01 in the Southwesterly line of Holly Street (40.0 feet wide) being distant feet from the intersection of the Northwesternly line of Burlington Avenue (60.0 feet wide) and the Southwesterly line of Holly Street

- 1) along the Southwesterly line of Holly Street, North 21 degrees minutes 00 seconds West, a distance of 56.0 feet to a rebar corner Lots 6:01 and 5; thence
- 2) along the line of Lots 6.01 and 5, South 69 degrees 00 minutes seconds West, a distance of 100.0 feet to a rebar corner to Lots 6 and 5; thence
- 3) South 21 degrees 00 minutes 00 seconds East, a distance of 56.0 to a rebar corner to Lots 6 and 6.01; thence
- 4) along the line of Lots 6 and 6.01, North 69 degrees 00 minutes seconds East, a distance of 100.0 feet to the point and place of Beginning.

BEING Lot 6.01, Block 1105.

BEING Lots 6 & 6.01, Block 1105 as shown on the Township of Delance Map.

085894 PG284

RECORDING DATA PAGE

Consideration Code:
Transfer Fee :
Recording Date: 09/07/2001 Login id:
Document No : 3556419 ccbozart

FREDERICK W HARDT ESQ
300 CHESTER AVE STE 101
PO BOX 840
MOORESTOWN, NJ 08057

Receipt No : 307036
Document No : 3556419 Type : DECR
Recording Date : 09/07/2001
Login id : ccbozart

Recorded
Sep 07 2001 11:01am
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

D85894 PG285

708 Burlington + 309/711 City COAH CONTRS

9/1/2001

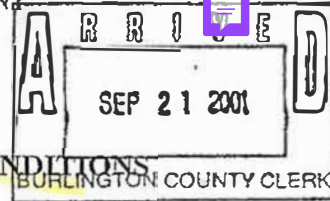
Prepared by:

[Signature]
Frederick W. Hardt, Esquire

State of New Jersey
Council on Affordable Housing
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES

AN ADDENDUM TO

A DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS



This Addendum to an AGREEMENT entered into on the 1st day of August, 2001, between Delanco Renaissance, L.L.C., owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER," and TOWNSHIP COMMITTEE OF THE TOWNSHIP OF DELANCO hereafter "AUTHORITY," which Authority is an instrumentality of Township of Delanco (referred to as the "Municipality"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of thirty (30) years beginning on August 1, 2001, and ending after July 31, 2031, when an Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

Law Offices of
Frederick W. Hardt
Suite 101
308 Chester Avenue
P.O. Box 840
Moorestown, NJ

08057

NOW, THEREFORE, the AGREEMENT first mentioned above is amended as follows:

DB5900 PG347

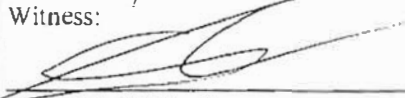
1. The Acknowledgment which follows the signature on the instrument shall be amended to specify August 1, 2001, as the date of execution by John Rahenkamp as opposed to the March 1, 2001, designated.

2. Exhibit A attached to the Declaration is amended to change the number of units specified from "1" to "9" making it consistent with the description of the Property contained in paragraph II of the instrument.

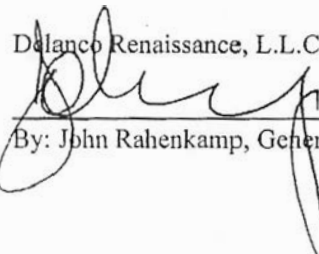
All other terms, conditions, and provisions of the restrictions to which this Addendum applies shall remain in full force and effect.

Dated: 8/1/01

Witness:


Frederick W. Hardt

Dalanco Renaissance, L.L.C.


By: John Rahenkamp, General Member

Law Offices of
Frederick W. Hardt
Suite 101
300 Chester Avenue
P O Box 840
Moorestown, NJ

08057

DB5900 PG348

ACKNOWLEDGMENT

STATE OF NEW JERSEY

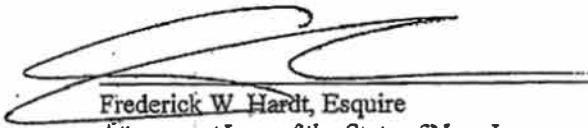
SS.

COUNTY OF BURLINGTON

I certify that on ^{September 10 2001} August 1, 2001, John Rahenkamp, personally came before me

and acknowledged under oath, to my satisfaction, that he is:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his act and deed; and
- (c) is a general member of a limited liability company organized under the laws of the State of New Jersey and signed and delivered this document as his act and deed as general member on behalf of the limited liability company; and
- (d) this person signed this proof to attest to the truth of these facts.


Frederick W. Hardt, Esquire
Attorney at Law of the State of New Jersey

Law Offices of
Frederick W. Hardt
Suite 101
300 Chester Avenue
P.O. Box 840
Morristown, NJ 08057

NOTARY PUBLIC STATE OF NEW JERSEY

DB5900-PG349

RECORDING DATA PAGE

Consideration Code:
Transfer Fee :
Recording Date: 10/02/2001 Login id:
Document No : 3564551 ccolivo

FREDERICK W HARDT ESQ
300 CHESTER AVE STE 101
PO BOX 840
MOORESTOWN, NJ 08057

Receipt No : 311018
Document No : 3564551 Type : AMDR
Recording Date : 10/02/2001
Login id : ccolivo

Recorded	Filed
Oct 02 2001 09:05am	Oct 02 2001 09:05am
Burlington County Clerk	Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB5900 PC350

24
BURLINGTON COUNTY CLERK
2026 OCT 13 AM 10:26

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
HOME INVESTMENTS PARTNERSHIP PROGRAM
AFFORDABLE HOUSING RESTRICTION**

LENDER: BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic, with offices located at 49 Rancocas Road, Mount Holly, NJ 08060

BORROWER/OWNER: SALT & LIGHT CO., INC., 94-96 Rancocas Road, Mt. Holly, NJ 08060-0249

PROJECT PROPERTY: Delanco Twp. Block 1305, Lot 9.01 (232 Rancocas)
Block 1305, Lot 9.02 (234 Rancocas)
Block 1305, Lot 9.04 (234 Washington St.)

PROJECT: Permanent supportive affordable housing for households whose income is at or below fifty percent (50%) of the applicable median income, adjusted for family size -- based on the 24 CFR Part 5 definition of Annual Gross Income

LOAN AMOUNT: \$225,429.00

WHEREAS, the above-named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with the United States Department of Housing and Urban Development (hereafter, "HUD"), by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnership program (hereinafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above-described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's regulations and guidelines; and

WHEREAS, one requirement of the HOME Program is that project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by very-low-income households.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty (20) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for two (2) units of rental housing, as described above. Each Project Property shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Any changes to these policies and criteria must be approved by Lender in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased exclusively to Families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD"). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Philadelphia, PA-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged to tenants of the Project shall not exceed the fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 CFR Part 888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant.

b. The monthly rent charged for Project Properties shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to

applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

c. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has

moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage

or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agree to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property

repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lender:

County of Burlington
Community Development Program
PO Box 6000
Mount Holly, NJ 08060

If to Borrower:

94-96 Rancocas Road
Mt. Holly, NJ 08060-0249

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.

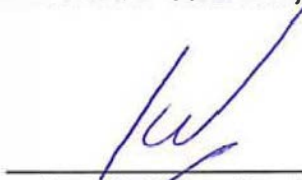
24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

In witness whereof and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

SALE AND LIGHT COMPANY, INC.

BY: 
Kent R. Pipes, President

Date: 3/29/06

Attest:


Shirlene Davis, Assistant Secretary

Date: 3/29/06

ACCEPTANCE OF GRANT BY LENDER

The above Affordable Housing Restriction is accepted this 29th day of March, 2006.

BURLINGTON COUNTY BOARD
OF CHOSEN FREEHOLDERS

By: 
Augustus M. Mosca
County Administrator

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 :
 : S.S.
COUNTY OF BURLINGTON :

I certify that on this date Kent R. Pipes and Shirline Davis personally came before me and acknowledged under oath, to my satisfaction, that:

(a) Salt and Light Company, Inc. is named as the Borrower in this document (the "corporation");

(b) they hold, respectively, the positions of President and Assistant Secretary of the corporation;

(c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;

(d) they are authorized to execute and deliver this document for the corporation and

(e) they signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.


Notary Signature
JENNIFER J. KIESEL
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/5/2010

Date: March 29, 2006

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : S.S.
COUNTY OF BURLINGTON :

I certify that on this date, Augustus M. Mosca personally appeared before me and acknowledged under oath to my satisfaction that:

(a) he is the Burlington County Administrator and Clerk of the Burlington County Board of Chosen Freeholders (the "Board"), Lender named in this document and

(b) he executed this document as the voluntary act and deed of the Board for the uses and purposes therein expressed, as authorized by resolution.

Cindy L. Ward
Signature

CINDY L. WARD
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN 8, 2009

3-29-06
Date

Typed/printed name

Title

EXHIBIT A - Property Description

**Board of Chosen Freeholders
County of Burlington
New Jersey**



DEPARTMENT OF
ECONOMIC DEVELOPMENT
Community Development Program
Human Services Facility
795 Woodlane Road, Westampton
P.O. Box 6000
Mt. Holly, N.J. 08060

(609) 265-5072
FAX(609)265-5500

**COUNTY OF BURLINGTON
HOME INVESTMENT PARTNERSHIP PROGRAM
DEVELOPER LOANS FOR HOMEOWNERSHIP PROJECTS
COMMITMENT LETTER**



December 12, 2005

The Affordable Homes Group
P.O. Box 249
Mount Holly, New Jersey 08060
Attn: Kent R. Pipes, Executive Director

Dear Mr. Pipes:

I am pleased to inform you that the **BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON** ("Lender") has approved a loan under the HOME Investment Partnerships Program (the "HOME Program") to The Salt and Light Co., Inc., a New Jersey non-profit corporation, ("Borrower") in the principal amount of Three Hundred Forty Seven Thousand Three Hundred Fifty Nine Dollars (\$347,359). The HOME funds shall be used for the acquisition of five single family homes with locations at 410 Walnut Street, 235 & 237 Washington Street and 232 & 234 Rancocas Avenue, Delanco, New Jersey. The funds will be separated into two distinct projects, Delanco Supportive Housing (Project A - \$121,930); and Delanco HOME (Project B - \$225,429). Project A consists of two single family units located at 410 Walnut Street and 235 Washington Street. Project B consists of three single family units located at 232 Rancocas Avenue, 234 Rancocas Avenue and 237 Washington Street.

The term of the loan will be twenty (20) years. No interest shall accrue on this loan unless agreed upon by the parties. The full amount will be due and payable as a balloon payment 20 years from the date of loan closing, unless the loan is forgiven by an official act of the Board of Chosen Freeholders.

As collateral for the loan, the Lender will take Mortgages and Security Agreements on the properties listed above (the "Properties"). The parties agree that the Lender's Mortgages and Security Agreements will take second (2nd) lien position to private financing ("Private Lender").

0806438pg495

An Affordable Housing Restriction shall be placed on the properties to enforce the continued affordability for the required period. The Salt and Light Co. will provide the following documentation to the County of Burlington upon initial occupancy of the properties and again each time occupancy changes in any one of the properties:

- 1) Address of the unit
- 2) Name of Lessee
- 3) Verification of Income eligibility
- 4) Copy of the fully executed Lease

In addition to the foregoing, closing and funding of this loan shall be contingent upon the following:

1. PROJECT BUDGET:

Submission to Lender of a project budget and a list of project costs eligible for funding under the HOME Program to be paid for with proceeds of the loan, in each case consistent with the Development Pro Forma attached as Exhibit A and acceptable to Lender.

2. COMPLETION SCHEDULE:

Submission to Lender of a schedule for project completion, from pre-closing to initial lease up, with specific tasks to be performed and the scheduled completion dates for such tasks, acceptable to Lender.

3. MATERIAL CHANGE:

Absence of any change in the Development Pro Forma and the Operating Pro Forma attached hereto as Exhibits A and B and absence of any material change in the financial condition of Borrower or in the nature, condition or quality of any collateral for the loan. For purposes of this paragraph, a material change shall include the discovery by the Lender at any time subsequent to the date of this letter of information concerning an existing condition.

INSURANCE REQUIREMENTS

4. TITLE INSURANCE:

Issuance, effective as of closing, of an ALTA mortgagee's title insurance policy satisfactory to Lender, naming Lender as mortgagee and containing no exceptions other than the mortgages securing the Senior Loans.

5. SURVEY:

Submission to Lender of a survey of the Property together with a Surveyor's Certificate, sufficient to delete the survey exception from the mortgagee's title insurance policy and otherwise acceptable to Lender.

6. GENERAL LIABILITY INSURANCE:

Submission to Lender by Borrower of certificates or binders of insurance, effective as of closing, naming Lender as mortgagee, insured, and/or loss payee (as appropriate) with respect to comprehensive general liability insurance on the Project, in each case providing that Lender shall receive 20 days prior written notice of cancellation, and in amounts acceptable to Lender.

REGULATORY COMPLIANCE

7. MARKETING PLANS:

Submission to lender of a tenant selection plan and an affirmative marketing plan, all-acceptable to Lender.

8. PERMITS AND LICENSES:

Submission to Lender of satisfactory evidence of the existence and issuance of all necessary permits and licenses (including without limitation building permits, zoning relief and Certificates of Occupancy) from all governmental authorities with jurisdiction over the Project for the purposes intended.

9. PROOF OF GENERAL COMPLIANCE:

Submission to Lender of evidence, including without limitation opinions of counsel, satisfactory to Lender that the Project complies with all applicable laws, including zoning, subdivision, rent control and environmental laws and laws governing proposed uses of the Project.

DOCUMENTATION REQUIREMENTS

10. ASSIGNMENTS:

Submission to Lender of conditional assignment to Lender of all contracts, leases and permits with respect to the Project.

11. HAZARDOUS MATERIALS:

Submission to Lender prior to closing of a report, prepared by a qualified person, based on an assessment satisfactory to Lender, demonstrating the absence of a release or threat of release of hazardous materials or oil (as those terms are defined by New Jersey law) from, at or on the Property.

12. FINANCIAL CONDITION:

Submission to the Lender of any and all information which it may reasonably request from time to time concerning the financial condition and/or collateral of Borrower, both before and after the loan is closed. Additionally, the Borrower will submit on an annual basis the most recent audit of its financial records for The Affordable Homes Group, The Salt and Light Co. and Transitional Housing Services/People First!, and any other related company(s).

13. OPINION OF COUNSEL:

Submission to Lender of an opinion of counsel for Borrower, in form and substance satisfactory to lender's counsel, that all agreements and instruments executed by Borrower in connection with the loan are legal, valid, binding and enforceable.

14. EXECUTION OF DOCUMENTS:

Execution by Borrower of such loan documentation as the Lender may reasonably require.

15. FINANCIAL COMMITMENTS:

Submission by Borrower to Lender of evidence of firm commitments for primary financing from those entities and in those amounts shown on the attached Development Pro Forma, and on such terms as are reasonably acceptable to the Lender in its sole discretion.

16. CLOSING ON OTHER COMMITMENTS:

Satisfaction of all requirements and agreement to all conditions of the commitments referred to in Section 15 above and the closing of such loans.

18. INTERCREDITOR AGREEMENT:

If required by a lender covered by this conditional commitment, execution of an intercreditor agreement satisfactory to the Lender outlining the respective interests and rights of the lenders.

RIGHT TO CANCEL

Borrower acknowledges that Lender reserves the right in its sole discretion to cancel this commitment prior to closing if it is discovered subsequent to this letter that the Borrower is not a qualified Community Housing Development Organization or that the project does not conform to HOME requirements.

DISBURSAL PROCEDURE

Loan proceeds shall be disbursed subject to the following procedure:

- STEP 1: All vouchers for payment, with supportive documentation attached, Submitted by Borrower must be received in the County's Office of Community Development by 5:00 PM Tuesday, 15 days prior to the next scheduled Freeholders' meeting date.
- STEP 2: The County's Office of Community Development prepares a draw down request based upon Borrower's voucher it has received and submits it to the US Treasury.
- STEP 3: The US Treasury reviews and approves the draw down request and deposits the funds in the County's local account.
- STEP 4: The County is notified that funds have been deposited in its account.
- STEP 5: All vouchers representing acquisition costs that comprised the draw down request amount are submitted to the Board of Freeholders for review and approval.
- STEP 6: The County Treasurer's Office releases all approved payments on the Friday following the Freeholders' meeting or the following Monday, in case of a Friday holiday. Closing will take place no more than three days following receipt of check from the County Treasurer.

Steps 3, 4 and 5 are designed to occur concurrently so that payments can be released immediately after receipt of funds. In this manner, the County can ensure compliance with its financial obligation not to keep federal cash on hand for more than three (3) days. Vouchers may be submitted only as stipulated by the loan documents.

One Hundred Twenty One Thousand Nine Hundred Thirty Dollars (\$121,930) will be disbursed taking a second (2nd) lien position on 410 Walnut Street, 235 Washington Street. Two Hundred Twenty Five Thousand Four Hundred Twenty Nine Dollars (\$225,429) will be disbursed taking a second (2nd) lien positions on 232 and 234

Rancocas Avenue and 237 Washington Street, Delanco, New Jersey. The individual lien values will be as follows:

410 Walnut Street	\$60,965
235 Washington Street	\$60,965
232 Rancocas Avenue	\$75,143
234 Rancocas Avenue	\$75,143
237 Washington Street	\$75,143

During the affordability period, the Borrower shall comply with the HOME Program regulations and requirements (24 C.F.R. Part 92). These requirements include, without limitation, that one HOME unit shall be leased to households whose total household incomes do not exceed 80% of area median income. One HOME unit shall be leased to a household whose total household income at the date of execution of the lease, does not exceed 60% of the area median income, and two HOME units shall be leased to households whose total household incomes at the date of execution of the lease do not exceed 50% of the area median income. Income eligibility is based upon the Part 5 (Section 8) definition of Annual Income, the applicable Standard Metropolitan Statistical Area and is adjusted for family size.

Borrower will certify lessees' incomes as units are leased. If any of the HOME units are not leased to qualified lessees as defined herein, the Lender will require repayment of all or a portion of the loan upon demand.

Full lease up of the Projects in accordance with the terms of the loan shall be completed in or within twelve (12) months of the loan closing. At each initial and subsequent occupancy, a copy of Certificate of Occupancy shall be submitted to Lender and a final Housing Quality Standards inspection by a qualified individual working on behalf of lender shall be performed to ensure that the HOME Units meet the housing quality standards applicable under the HOME Program, as well as all applicable laws, codes, ordinances and regulations.

The foregoing is not intended to describe all of the terms and provisions of the loan, but is intended as a summary of the major conditions of the financing. Prior to closing, completed draft documents covering the transaction will be provided to you and your legal counsel, for review and comment.

This commitment will expire seven days from the date of this letter. If this letter is not accepted by that time, or if the loan is not closed within two months of the date of this letter, all Lender's obligations shall cease and all commitments to lend hereunder shall expire. This commitment may not be assigned and no provision herein may be waived or amended without the prior written consent of the Lender.

This commitment supersedes all prior commitments or representations made to Borrower by Lender, written or oral, pertaining to the subject hereof.

This commitment shall be construed in accordance with the laws of the State of New Jersey.

If the foregoing meets with your approval and you wish to accept this commitment of the Lender subject to the conditions contained herein, please indicate your acceptance by signing the original of this letter in the space provided and returning it to Lender.

Sincerely,

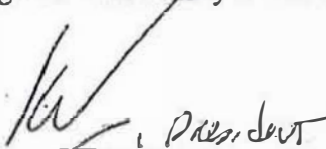
BY:



John H. Smith, Jr.
Burlington County Office of
Housing and Community Development

Accepted:

BY:



Kent R. Pipes, Executive Director
The Salt and Light Company, Inc.

DATE:

12-15/05

Exhibit A Pro Forma showing Sources and Uses of Funds
Exhibit B Income Limits

Cc: Augustus M. Mosca, County Administrator
Mark Remsa, Director
Carole A Quattlander, Sr. Asst. County Solicitor

Form 7 - Development Budget

The Salt & Light Company, Inc.

Version
7/12/05

Fund Allocation By Property

I. Uses of Funds	Standard Rentals		Supportive Housing		GRAND TOTAL		
	Delanco	226 Rancocas Delanco	235 Washington Delanco	410 Walnut Delanco		1151 Woodlane Eastampton	2 Felter Pl. Wilmington
Acquisition	\$153,333	\$153,333	\$153,333	\$115,668	\$68,500	\$105,500	\$903,000
Title Expenses	\$1,000	\$1,000	\$1,000	\$1,000	\$207	\$300	\$5,507
Closing Costs	\$1,000	\$1,000	\$1,000	\$1,000	\$500	\$500	\$6,000
Marketing & rent-up	\$2,000	\$2,000	\$1,250	\$1,250	\$1,250	\$1,250	\$11,000
Developer Fee	\$8,000	\$8,000	\$8,000	\$8,000	\$0	\$0	\$40,000
Total	\$165,333	\$165,333	\$164,583	\$126,918	\$70,457	\$107,550	\$965,507
II. Sources of Funds							
MORTGAGE	\$54,190	\$54,190	\$15,000	\$15,643	\$15,643	\$15,648	\$224,506
BURCO HOME	\$75,143	\$75,143	\$60,963	\$60,965	\$0	\$0	\$347,359
HUD PSH	\$0	\$0	\$52,618	\$14,309	\$54,812	\$91,904	\$213,642
DEVELOPER CONTR.	\$36,000	\$36,000	\$36,000	\$36,000	\$0	\$0	\$180,000
Total	\$165,333	\$165,333	\$164,583	\$126,918	\$70,457	\$107,550	\$965,507

HUD PSH Match = \$255,866

STATE:NEW JERSEY

-----I N C O M E L I M I T S-----

PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Atlantic--Cape May, NJ PMSA FY 2005 MFI: 61700	12950	14800	16650	18500	20000	21450	22950	24450
30% OF MEDIAN	21600	24700	27750	30850	33300	35800	38250	40700
VERY LOW INCOME	34550	39500	44400	49350	53300	57250	61200	65150
Bergen--Passaic, NJ PMSA FY 2005 MFI: 83500	17550	20050	22550	25050	27050	29050	31050	33050
30% OF MEDIAN	29250	33400	37600	41750	45100	48450	51750	55100
VERY LOW INCOME	40600	46400	52200	58000	62650	67300	71900	76550
LOW-INCOME	Jersey City, NJ PMSA FY 2005 MFI: 53800	13450	15400	17300	19250	20750	22300	23850
30% OF MEDIAN	22450	25650	28850	32050	34600	37200	39750	42300
VERY LOW INCOME	35900	41000	46150	51300	55400	59500	63600	67700
LOW-INCOME	Middlesex--Somerset--Hunterdon, NJ PMSA FY 2005 MFI: 92000	19300	22100	24850	27600	29800	32000	36450
30% OF MEDIAN	32200	36800	41400	46000	49700	53350	57050	60700
VERY LOW INCOME	40600	46400	52200	58000	62650	67300	71900	76550
LOW-INCOME	Monmouth--Ocean, NJ PMSA FY 2005 MFI: 78200	16400	18750	21100	23450	25350	27200	29100
30% OF MEDIAN	27350	31300	35200	39100	42250	45350	48500	51600
VERY LOW INCOME	40600	46400	52200	58000	62650	67300	71900	76550
LOW-INCOME	Newark, NJ PMSA FY 2005 MFI: 80300	16850	19250	21700	24100	26000	27950	29850
30% OF MEDIAN	28100	32100	36150	40150	43350	46550	49800	53000
VERY LOW INCOME	40600	46400	52200	58000	62650	67300	71900	76550
LOW-INCOME	Philadelphia, PA--NJ PMSA FY 2005 MFI: 68800	14450	16500	18600	20650	22300	23950	25600
30% OF MEDIAN	24100	27500	30950	34400	37150	39900	42650	45400
VERY LOW INCOME	38550	44050	49550	55050	59450	63850	68250	72650
LOW-INCOME	Trenton, NJ PMSA FY 2005 MFI: 83800	17600	20100	22650	25150	27150	29150	31150
30% OF MEDIAN	29350	33500	37700	41900	45250	48600	51950	55300
VERY LOW INCOME	40600	46400	52200	58000	62650	67300	71900	76550
LOW-INCOME	Vineland--Millville--Bridgeton, NJ PMSA FY 2005 MFI: 53600	11250	12850	14450	16100	17350	18650	19950
30% OF MEDIAN	18750	21450	24100	26800	28950	31100	33250	35400
VERY LOW INCOME	30000	34300	38600	42900	46300	49750	53150	56600
LOW-INCOME								

**HOME PROGRAM COMPLIANCE REPORT
UNIT STATUS REPORT
Form A**

Reporting Period: _____ Monthly _____ Annual _____ Other _____
 NOTE: A separate form must be completed for each property. Please copy additional pages as necessary.

1. Project # _____
2. Address: _____
3. City/County of Property: _____
4. # of Units in Property: _____
5. Low Income Set Aside Units: # Required Actual Occupancy % of Compliance
 # 80% MFI
 # 60% MFI
 # 50% MFI
 # 30% MFI

Owner: _____ Phone: _____
 Manager: _____ Phone: _____
 I/We (owner) have relied in good faith upon information supplied by the occupants and verified the information provided. I/We certify that data presented in this report is accurate to the best of our knowledge.

List each unit separately:

A	B	C	D	E	F	G	H	I	J	K	L	Agency only
Unit #	Tenant Name	# Persons	# Bedrooms	Date of Last Inc. Cert.	Effective Date of Lease	Unit Set Aside 80,60,50,30%	Maximum Rent	Utility Allowance	Monthly Unit Rent	Tenants Annual Gross Income	Compliance? Y/N	Unit Status

0806438pg504

**FAMILY INCOME CALCULATION
Form B**

HOUSEHOLD COMPOSITION

Family Member#	1. Last Name	2. First Name	3. Relationship	4. Sex.	5. Birthdate
HEAD					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

ANNUALIZED INCOME

Family Member#	6. Source of Income	7. \$s	8. # of Pay Periods & Type	9. Annual
1.	Wages, Salaries, SS, Pensions, SSI, Income from Assets		Hourly, Weekly, Bi-Weekly, Monthly, Semi-Monthly	
2.				
3.				
4.				
5.				
6.				
7.				
8.				

APPLICABLE HUD INCOME LIMIT:

INCOME LEVEL (check one)

0-30% MFI _____

30-50% MFI _____

51-60% MFI _____

61-80% MFI _____

RENT INFORMATION:

A. Monthly Rent for Assigned Unit _____

B. Allowance for Tenant Paid Utilities Gross Rent (A+B) _____

11. Type	Amount
Checking	
Savings	
12. Net Total Assets	
13. Passbook Rate	
14. Imputed Income	

I certify that all the information provided on household composition, income and assets is accurate and complete and that all household members and all income for all household members has been reported as shown above. I am aware that the information I have provided on household income and composition is being used to determine my family's eligibility for occupancy in federally funded housing for low income households. I am aware that if any of the information I have provided is willfully false, I may be subject to punishment and/or termination of tenancy.

Signature - Head of Household _____ DATE: _____

Signature - Head of Household _____ DATE: _____

FORM E

RENT TABLES

HIGH RENT TABLE (Effective 2/2005) LOW INCOME

# OF BEDROOMS:	EFF.	1	2	3	4	5	6
MAX. MONTHLY RENT:	\$663	\$761	\$914	\$1095	\$1240	\$1349	\$1459

LOW RENT TABLE (Effective 2/2005) VERY LOW INCOME

# OF BEDROOMS:	EFF.	1	2	3	4	5	6
MAX. MONTHLY RENT:	\$602	\$645	\$773	\$894	\$997	\$1100	\$1204

RECORDING DATA PAGE

Consideration :
Code : E
Transfer Fee : \$0.00
Recording Date: 10/25/2006
Document No : 4373873 cegorwoo

BOARD OF CHOSEN FREEHOLDERS
49 RANCOCAS RD
PO BOX 6000
MOUNT HOLLY, NJ 08060

Receipt No : 665791
Document No : 4373873
Document Type : CNB
Recording Date: 10/25/2006
Login Id : cegorwoo

Recorded	Filed
Oct 25 2006 09:00am	Oct 25 2006 09:00am
Burlington County Clerk	Burlington County Clerk

**Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180**

BURLINGTON COUNTY CLERK
2016 OCT 18 A 10: 26
APPROVED

10

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
HOME INVESTMENTS PARTNERSHIP PROGRAM
AFFORDABLE HOUSING RESTRICTION**

LENDER: BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic, with offices located at 49 Rancocas Road, Mount Holly, NJ 08060

BORROWER/OWNER: SALT & LIGHT CO., INC., 94-96 Rancocas Road, Mt. Holly, NJ 08060-0249

BORROWER: SALT & LIGHT CO., INC., 94-96 Rancocas Road, Mt. Holly, NJ 08060-0249

PROJECT: Permanent supportive affordable housing for households whose income is at or below fifty percent (50%) of the applicable median income, adjusted for family size -- based on the 24 CFR Part 5 definition of Annual Gross Income

PROJECT PROPERTY: Delanco Township, Burlington County
Block 1601, Lot 13.01 (410 Walnut St.)
Block 1305, Lot 9.03 (235 Washington St.)

LOAN AMOUNT: \$121,930.00

WHEREAS, the above-named Lender has entered into a HOME Investment Partnership Agreement pursuant to Title II of the National Affordable Housing Act with the United States Department of Housing and Urban Development (hereafter, "HUD"), by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnership program (hereinafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above-described Project; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's regulations and guidelines; and

WHEREAS, one requirement of the HOME Program is that project properties be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels; and

WHEREAS, Borrower has agreed to comply with this condition by signing and delivering this document; now, therefore, in consideration of the foregoing and the terms and conditions contained herein, the above-named Borrower/Owner grants to the above-named Lender, its successors and assigns the rights stated in this document on the above-described Project Property ("Premises"), which Property is described in Exhibit A attached hereto, for the

purpose of ensuring retention of affordable rental housing for occupancy by low income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by very-low-income households.

2. Nature and Term of Covenants. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (a) shall be and are covenants running with the land, encumbering the Premises for a term of twenty (20) years from the date of execution hereof; (b) are binding upon the Borrower's successors in title and all subsequent owners of the Premises, (c) are not merely personal covenants of the Borrower, and (d) shall bind the Borrower and its successors and assigns and the benefits shall inure to the Lender and to any present or prospective tenant of the Premises. The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. Unit Standards. The Premises shall be used for two (2) units of rental housing, as described above. Each Project Property shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Project Property shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnership Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to a holder of a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882) or a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher or comparable HOME Program tenant-based assistance document.

5.1. Nondiscrimination Policies. The Borrower shall adopt and submit resident selection policies and criteria to Lender and Lender shall have the right of approval thereof. Said policies and criteria shall comply with the following requirements:

(a) They shall be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined below in 7(a) and required herein;

(b) They shall be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(c) They shall give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and

(d) They shall provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Any changes to these policies and criteria must be approved by Lender in writing. The Borrower shall also provide the Lender with an affirmative marketing plan acceptable to the Lender.

The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

6. Tenant Income Standards. During the term of this Affordable Housing Restriction the Project Properties shall be leased exclusively to Families (as defined below) whose annual incomes are at or less than FIFTY PERCENT (50%) of the median income for the Area (as defined below) ("Very Low Income Families") based on family size as determined by the US Department of Housing and Urban Development ("HUD"). A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Philadelphia, PA-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

7. Rental amount Limits. Rental amounts shall comply with the following:

a. The monthly rent charged to tenants of the Project shall not exceed the fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 CFR Part 888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant.

b. The monthly rent charged for Project Properties shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

c. Borrower shall make the determination of whether a Family meets the income requirements set forth herein at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family.

8. Initial Proposed Rents. Prior to initial occupancy of a Project Property and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all units in the Project. The rent schedule shall include both the maximum rents applicable to units as described above as well as the actual rents to be charged to over-income Families. Such schedule shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. Records and Reporting to Lender. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

10. Increases in Rental Amounts. Rents shall not be increased without the Lender's prior written approval of either (a) a specific request by Borrower for a rent increase or (b) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

11. Prohibited Lease Provisions. The Borrower shall not include in any lease for a unit in the Project any of the following provisions:

a. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

b. Agreement by the tenant that the Borrower may take, hold, or sell personal

property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with New Jersey law.

c. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

d. Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

e. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

f. Agreement by the tenant to waive any right to a trial by jury.

g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

12. Project Lease Terms and Lease Terminations. All leases for units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and the Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except for (a) for serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days by Borrower's service on the tenant of a written notice specifying the grounds for the action. Lender must be copied on any such notice for units relating to this restriction.

13. Transfer or Sale of Project Property. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent. Any sale, transfer or change of title shall require either full payment of the outstanding obligation under the mortgage or such other requirements as the Lender may specify.

14. Demolition or Reduction of Project Property. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lender, which consent may be granted or withheld in the Lender's reasonable judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.

15. Destruction or Damage of Project Property. If the Project, or any part thereof, shall be damaged or destroyed, the Borrower shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. Use of Project Property. Any use of the Project Property or activity thereon which is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. Enforcement of Restrictions. Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Premises to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises.

18. Notice of Restrictions. The Lender shall have the right to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction and the Borrower, on behalf of itself and its successors and assigns, appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agree to execute any such instruments upon request.

19. Conditional Relief from Restrictions. Notwithstanding anything herein to the contrary, but subject to the next succeeding paragraph, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the property in lieu of foreclosure, and provided that the holder of such mortgage (a) has given Lender not less than 60 days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure and (b) agrees to recognize any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination

of low-income affordability of the Project, then the rights and restrictions herein contained shall not apply to such holder upon such acquisition of the Property or to any purchaser of the Property from such holder, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens, if any, have been settled not to exceed the outstanding balance of the HOME loan, at such time, so long as the purchaser of the Property or holder of the Property repays from the proceeds of such sale 100% of the net proceeds after superior liens have been settled, if any, not to exceed the outstanding balance of the HOME loan, at such time such Property shall, subject to the next two succeeding sentences, thereafter be free from all such rights and restrictions.

20. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by (a) Borrower, (b) any person with a direct or indirect financial interest in Borrower, (c) any person related to a person described in "b" by blood, adoption or marriage, (d) any person who is or at any time was a business partner of a person described in "b" and (e) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if all or a portion of the Premises is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its termination, this Affordable Housing Restriction shall be revived and shall apply to the Property as though it had never lapsed.

21. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Lender pursuant to this Section in connection with such proceeding. In the event that such excess shall be so paid to the Lender, the Lender shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Lender in accordance herewith, provided that such holder shall give the prompt notice of any such claim and shall not object to intervention by the Lender in any proceeding relating thereto. To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Lender.

22. Notices. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

94-96 Rancocas Road
Mt. Holly, NJ 08060-0249

If to Lender:

County of Burlington
Community Development Program
PO Box 6000
Mount Holly, NJ 08060

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

23. Effective Date. The Borrower and the Lender intend that the restrictions arising hereunder take effect upon the date hereof.


24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.


IN WITNESS WHEREOF and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agent on the date reported.

SALE AND LIGHT COMPANY, INC.

BY: 
Kent R. Pipes, President

Date: 3/28/06

Attest:


Shirlene Davis

Date: _____

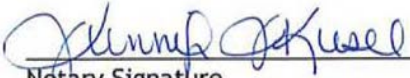
ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : S.S.
COUNTY OF BURLINGTON :

I certify that on this date Kent R. Pipes and Shirline Davis personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) Salt and Light Company, Inc. is named as the Borrower in this document (the "corporation");
- (b) they hold, respectively, the positions of President and Assistant Secretary of the corporation;
- (c) the corporation has authorized the execution and delivery of this document in accordance with the terms and requirements of its charter and bylaws;
- (d) they are authorized to execute and deliver this document for the corporation and
- (e) they signed and delivered this document for and on behalf of the corporation as its voluntary act and deed for the uses and purposes therein expressed.

Signed and subscribed to before me.



Notary Signature

Date: March 24, 2006

JENNIFER J. KIESEL
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/5/2010

EXHIBIT A - Property Description

RECORDING DATA PAGE

Consideration :
Code : E
Transfer Fee : \$0.00
Recording Date: 10/25/2006
Document No : 4373872 ccgorwoo

BOARD OF CHOSEN FREEHOLDERS
49 RANCOCAS RD
PO BOX 6000
MOUNT HOLLY, NJ 08060

Receipt No : 665791
Document No : 4373872
Document Type : CNB
Recording Date: 10/25/2006
Login Id : ccgorwoo

Recorded	Filed
Oct 25 2006 08:54am	Oct 25 2006 08:54am
Burlington County Clerk	Burlington County Clerk

**Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180**

404 Illinois Mtg and Note.

STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

REPAYMENT MORTGAGE
Contains Deed Restrictions

MORTGAGE IS SUBORDINATE TO A FIRST PURCHASE MONEY
MORTGAGE OR REFINANCING

Prepared by: Frederick W. Hardt

This Mortgage made on May 15, 2003, between Kenneth R. Ash (referred to as "Borrower") and New Jersey Department of Community Affairs, (referred to as the "Authority"), which Authority is an instrumentality of Township of Delanco (referred to as the "Municipality").

REPAYMENT MORTGAGE NOTE

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a note dated May 15, 2003. The Borrower promises to pay the amounts due under the Note and to abide by all promises contained in the Note.

MORTGAGE AS SECURITY

This Mortgage is given to the Authority as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the Township of Delanco, County of Burlington and State of New Jersey, specifically described as follows:

Street Address: 404 Illinois Avenue

City: Township of Delanco Zip: 08075

Block No.: 405, Lot No.: 3

Also more particularly described as: attach legal description

Together with:

- 1. All buildings and other improvement that now are or will be located on the Property.

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- 2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
- 3. All rights which the Borrower now has or will acquire with regard to the Property.

BORROWERS ACKNOWLEDGEMENTS

- 1. The Borrower acknowledges and understands that:
 - a) Municipalities within the State of New Jersey are required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for their fair share of housing that is affordable to households of low and moderate income; and
 - b) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and very low income households for at least thirty years unless a shorter time period is authorized in accordance with rules established by any agency having jurisdiction (the "restricted period"); and
 - c) To ensure that such housing, including this Property, remains affordable to low and very low income households during the restricted period, an Affordable Housing Agreement has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the resale of the Property and ; and
 - d) The Authority to which the Property is mortgaged has been designated by the Municipality to administer the procedures and restrictions governing such housing.
- 2. The Borrower also acknowledges and understands that the Property has been purchased at a restricted sales price that is less than the fair market value of the Property.

BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the Property at a restricted sales price, the Borrower agrees as follows:

- 1. The Borrower will comply with all of the terms of the Note and this Mortgage which includes:
 - a) Within the restricted period starting with the date the Borrower obtained title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds the maximum allowable resale price as established by the Authority. In the event of breach of this promise, Borrower hereby assigns all proceeds in excess of the maximum allowable resale price to the Authority, said assignment to be in addition to any and all rights and remedies the Authority has upon default.
 - b) At the first non-exempt transfer of title of the Property after the ending date of the restricted period, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period to the Authority.
- 2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.

404 Illinois Mtg and Note.

3. The Borrower shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Authority to inspect the Property upon reasonable notice.
5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

CONTROLS ON AFFORDABILITY

The procedures and restrictions governing resale of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act, (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable resale price, the method of repayment described in item 1(b) of the section entitled "Borrower's Promises", and the definition of a "restricted sale" for purposes of determining when the Affordability Controls are applicable, and the determination of the restricted period of time.

RIGHTS GIVEN TO LENDER

The Borrower, by mortgaging the Property to the Authority, gives the Authority those rights stated in this Mortgage, all rights the law gives to lenders, who hold mortgages, and also all rights the law gives to the Authority and/or Municipality under the Affordability Controls. The rights given to the Authority and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note and Mortgage, the Authority will cancel this Mortgage at its expense.

DEFAULT

The Authority may declare the Borrower in default on the Note and this Mortgage if:

1. The Borrower fails to comply with the provisions of the Affordable Housing Agreement;
2. The Borrower fails to make any payment required by the Note and this Mortgage;
3. The Borrower fails to keep any other promise made in this Mortgage;
4. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
5. The holder of any lien on the Property starts foreclosure proceedings; or
6. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

404 Illinois Mtg and Note.

AUTHORITY'S RIGHTS UPON DEFAULT

If the Authority declares that the Note and this Mortgage are in default, the Authority shall have, subject to the rights of the First Mortgagee, all rights given by law or set forth in this Mortgage.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY AUTHORITY

The Authority may exercise any right under this Mortgage or under any law, even if the Authority has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Authority does not waive its right to declare the Borrower is in default by making payments or incurring expense on behalf of the Borrower.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Authority may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage executed contemporaneously herewith or any subsequent refinancing.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Authority.

SIGNATURES

The Borrower agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Borrower acknowledges receipt of a true copy of this mortgage at no charge.

404 Illinois Mtg and Note.

Dated:

ATTEST:

K.R. Pipes

By: Kenneth R. Ash

Signature (Borrower)

Signature (Co-Borrower)

STATE OF NEW JERSEY)

Berlinton)ss

COUNTY OF)

BE IT REMEMBERED, that on this 19th day of SEPT. 19 2003, before me, the subscriber, KENT R. PIPES personally appeared KENNETH R. ASH who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Borrower (Co-Borrower) named in the within instrument; that is the Repayment Mortgage for the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid.

NOTARY PUBLIC

MY COMMISSION

EXP. RES 9/5/2008

TO THE REGISTER OR CLERK,

Record and return to:

County:

This mortgage is fully paid and satisfied.

I authorize you to cancel it of Record.

Lender: _____

I certify that the Lender's signature is genuine.

404 Illinois Mtg and Note.

**STATE OF NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

REPAYMENT MORTGAGE NOTE

9/10, 2003

Delanco, New Jersey

FOR VALUE RECEIVED, KENNETH R. ASH (referred to as the "Borrower") promises to pay to NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (referred to as the "Authority") an instrumentality of the TOWNSHIP OF DELANCO (referred to as the "Municipality") the amounts specified in this Note and promises to abide by the terms contained below.

REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Authority a Repayment Mortgage, date May 15, 2003. The Repayment Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Repayment Mortgage. This mortgage is subordinate to the first mortgage executed contemporaneously herewith or any subsequent refinancing.

BORROWERS PROMISE TO PAY AND OTHER TERMS

1. The Property is subject to terms, restrictions and conditions that prohibit its sale at a fair market price for an established period of time. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property for an amount that exceeds a maximum allowable resale price established by the Authority.

- a. All proceeds received during the restricted period in excess of the restricted amount shall be paid to the Authority.
- b. At the first non-exempt sale of the Property after restrictions have ended, the Borrower agrees to repay 95% of the incremental amount between the maximum allowable resale price and the fair market selling price which has accrued to the Property during the restricted period of resale (the "Price Differential") to the Authority.

2. The amount due and payable to the Authority shall be calculated as follows:

FAIR MARKET PRICE less MAXIMUM ALLOWABLE RESALE PRICE
equals
PRICE DIFFERENTIAL

BORROWER'S PROCEEDS

equals
MAXIMUM ALLOWABLE RESALE PRICE plus 5% OF PRICE DIFFERENTIAL

404 Illinois Avenue Deed restrictions.

To Be Recorded
In Deed Book

State of New Jersey
Council On Affordable Housing
New Jersey Department of Community Affairs

AFFORDABLE HOUSING AGREEMENT
Contains Deed Restrictions

Prepared by: Frederick W. Hrdt

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



Pursuant to the transfer of ownership of an affordable housing unit for the price of \$120,000, this AGREEMENT is entered into on this 15 day of May, 2003, between Kenneth R. Ash, owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER," and New Jersey Department of Community Affairs, hereafter "AUTHORITY," which Authority is an instrumentality of the Township of Delanco (referred to as the "MUNICIPALITY"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the affordable housing unit described in Section II PROPERTY DESCRIPTION for a period of at least thirty (30) years beginning on May 15, 2003 and ending at the first non-exempt transfer of title after May 15, 2033 unless extended by municipal resolution as described in Section III TERM OF RESTRICTION.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L.1985, c.222) hereinafter "Act," to provide for their share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of at least 6 years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached Exhibit A of this Agreement has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the owner of the described premises agrees to restrict the sale of the housing unit to low and moderate income eligible households at a maximum resale price determined by the Authority for the specified period of time.

I. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as follows:

"Affordable Housing" shall mean residential units that have been restricted for occupancy by households whose total gross annual income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

404 Illinois Avenue Deed restrictions.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency established by L. 1983, c.530 (C.55:14K-1 et seq.).

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an affordable housing unit which places restrictions on affordable housing units so that they remain affordable to and occupied by low and moderate income-eligible households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the affordable housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the occupancy and resale restrictions contained in this Affordable Housing Agreement. The Authority shall serve as an instrument of the municipality in exercising the municipal rights to the collection of funds as contained in this Agreement.

"Base Price" shall mean the initial sales price of a unit produced for or designated as owner-occupied affordable housing.

"Certified Household" shall mean any eligible household whose estimated total gross annual income has been verified, whose financial references have been approved and who has received written certification as a low or moderate income-eligible household from the Authority.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-30i et seq.

"Department" shall mean the New Jersey State Department of Community Affairs.

"Exempt Transaction" shall mean the following "non-sales" title transactions: (1) Transfer of ownership between husband and wife; (2) Transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation (but not including sales to third parties); (3) Transfer of ownership through an executor's deed to a Class A Beneficiary; and, (4) transfer of ownership by court order. All other title transfers shall be deemed non-exempt.

"Fair Market Price" shall mean the unrestricted price of a low or moderate income housing unit if sold at a current real estate market rate.

"First Purchase Money Mortgage" shall mean the most senior mortgage lien to secure repayment of funds for the purchase of an affordable housing unit providing that such mortgage is not in excess of the applicable maximum allowable resale price and is payable to a valid first purchase money mortgagee.

"First Purchase Money Mortgagee" shall mean an institutional lender or investor, licensed or regulated by the Federal or a state government or any agency thereof, which is the holder and/or assigns of the first money mortgage.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assignees or grantees in a restricted affordable housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or that can be utilized for the purpose of mortgage approval.

"Hardship Waiver" shall mean an approval by the Authority to sell an affordable unit to a household that exceeds the income eligibility criteria after the owner has demonstrated that no certified household has signed an agreement to purchase the unit. The owner shall have

404 Illinois Avenue Deed restrictions.

marketed the unit for ninety (90) days after a Notice of Intent to Sell has been received by the Authority and the Authority shall have thirty (30) days thereafter to approve a Hardship Waiver. The Hardship Waiver shall permit a low income unit to be sold to a moderate income household or a moderate income unit to be sold to a household whose income is at 80% or above the applicable median income guide. The Hardship Waiver is only valid for a single sale.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a household of four by geographic region using the income guideline approved for use by Council.

"Low Income Household" shall mean a household whose total gross annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by Council.

"Moderate Income Household" shall mean a household whose total gross annual income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular affordable housing unit. For purposes of the initial sales or rentals of any affordable housing unit, owner shall include the developer/owner of such affordable housing units. Owner shall not include any co-signer or co-borrower on any first purchase money mortgage unless such co-signer or co-borrower is also a named title holder of record of such affordable housing unit.

"Price Differential" shall mean the total amount of the restricted sales price that exceeds the maximum restricted resale price as calculated by the index after reasonable real estate broker fees have been deducted. The unrestricted sales price shall be no less than a comparable fair market price as determined by the authority at the time a Notice of Intent to Sell has been received from the owner.

"Primary Residence" shall mean the unit wherein a certified household maintains continuing residence for no less than nine months of each calendar year.

"Purchaser" shall mean a certified household who has signed an agreement to purchase an affordable housing unit subject to a mortgage commitment and closing.

"Repayment" shall mean the owner's obligation to the municipality for payment of 95% of the price differential between the maximum allowable resale price and the fair market selling price which has accrued to the affordable unit during the restricted period of resale at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Repayment Mortgage" shall mean the second mortgage document signed by the owner that is given to the municipality as security for the payment due under the Repayment Note.

"Repayment Note" shall mean the second mortgage note signed by the owner that requires the repayment to the municipality of 95% of the price differential which has accrued to the low or moderate income unit during the period of resale controls at the first non-exempt sale of the property after restrictions have ended as specified in the Affordable Housing Agreement.

"Resale Price" shall mean the base price of a unit designated as owner-occupied affordable housing as adjusted by the index. The resale price may also be adjusted to accommodate an approved home improvement.

"Total Monthly Housing Costs" shall mean the total of the following monthly payments associated with the cost of an owner-occupied affordable housing unit including the mortgage payment (principal, interest, private mortgage insurance), applicable assessments by any homeowners, condominium, or cooperative associations, real estate taxes, and fire, theft and liability insurance.

404 Illinois Avenue Deed restrictions.

AUG. 21. 2009 3:46PM FREDERICK HARDT

NO. 614 P. 11/17

404 Illinois Avenue Deed restrictions.

II. PROPERTY DESCRIPTION

This agreement applies to the owner's interest in the real property commonly known as:

Block 405, Lot 3
Municipality: Township of Delanco
County: Burlington, # of Bedrooms: 3.
Complete Street Address and Unit Number: 404 Illinois Avenue
City: Township of Delanco
State: New Jersey, Zip 08075

If additional affordable housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the later of the date a Certificate of Occupancy is issued or the date on which closing and transfer of title takes place for initial ownership.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the occurrence of either of the following events:

1. At the first non-exempt sale after ten (10) years from the beginning date established pursuant to Paragraph A above for units located in municipalities receiving state aid pursuant to P.L. 1978, L. 14 (N.J.S.A. 52:27D-178 et seq.) that exhibit one of the characteristics delineated in N.J.A.C. 5:92-5.3(b); or at the first non-exempt sale after thirty (30) years from the beginning date established pursuant to Paragraph A above for units located in all other municipalities; or

2. The date upon which the event set forth in Section IX FORECLOSURE herein shall occur.

C. The terms, restrictions and covenants of this Affordable Housing Agreement may be extended by municipal resolution as provided for in N.J.A.C. 5:92.1 et seq. Such municipal resolution shall provide for a period of extended restrictions and shall be effective upon filing with the Council and the Authority. The municipal resolution shall specify the extended time period by providing for a revised ending date. An amendment to the Affordable Housing Agreement shall be filed with the recording office of the county in which the affordable housing unit or units is/are located.

D. At the first non-exempt title transaction after the established ending date, the Authority shall execute a document in recordable form evidencing that the affordable housing unit has been released from the restrictions of this Affordable Housing Agreement.

IV. RESTRICTIONS

A. The owner of an owner-occupied affordable housing unit for sale shall not sell the unit at a resale price greater than an established base price plus the allowable percentage of increase as determined by the index applicable to the municipality in which the unit is located. However, in no event shall the approved resale price be established at a lower level than the last recorded purchase price.

B. The owner shall not sell the affordable housing unit to anyone other than a purchaser who has been certified utilizing the income verification procedures established by the Authority to determine qualified low and moderate income-eligible households.

C. An owner wishing to enter a transaction that will terminate controls as specified heretofore in Section III TERM OF RESTRICTION shall be obligated to provide a Notice of Intent to Sell to the Authority and the Council. An option to buy the unit at the maximum restricted sales price as calculated by the Index shall be made available to the municipality, the Department, the Agency, or a qualified non-profit organization as determined by the Council for a period of ninety (90) days from the date of delivery of the Notice of Intent to Sell. The option to buy shall be by certified mail and shall be effective on the date of mailing to the owner.

404 Illinois Avenue Deed restrictions.

1. If the option to buy is not exercised within ninety (90) days pursuant to Paragraph C above, the owner may elect to sell the unit to a certified income-eligible household at the maximum restricted sales price as calculated by the index provided the unit continues to be restricted by an Affordable Housing Agreement and a Repayment Note for a period of up to thirty (30) years.

2. Alternately, the owner may also elect to sell to any purchaser at a fair market price. In this event, the owner shall be obligated to pay the municipality 95% of the price differential generated at the time of closing and transfer of title of the affordable housing unit after restrictions have ended as specified heretofore in Section III TERM OF RESTRICTION.

3. If the owner does not sell the unit within one (1) year of the date of delivery of the Notice of Intent to Sell, the option to buy shall be restored to the municipality and subsequently to the Department, the Agency or a non-profit approved by the Council. The owner shall then be required to submit a new Notice of Intent to Sell the affordable unit to the Authority.

D. The affordable housing unit shall be sold in accordance with all rules, regulations, and requirements duly promulgated by the Council (N.J.A.C. 5:92-1 et seq.), the intent of which is to ensure that the affordable housing unit remains affordable to and occupied by low and moderate income-eligible households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the affordable housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable master deed and no later than the closing date of the initial sale.

B. When a single Agreement is used to govern more than one affordable housing unit, the Agreement shall contain a description of each affordable housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTION of the Agreement.

C. A Repayment Mortgage and a Repayment Note shall be executed between the owner and the municipality wherein the unit(s) is (are) located at the time of closing and transfer of title to any purchaser of an affordable housing unit. The Repayment Mortgage shall provide for the repayment of 95% of the price differential at the first non-exempt transfer of title after the ending date of restrictions as specified in Section III TERM OF RESTRICTION. The Repayment Mortgage shall be recorded with the records office of the county in which the unit is located.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from all owners to certified purchasers of affordable housing units shall include the following clause in a conspicuous place.

"The owner's rights, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitation and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT which is filed concurrently with this deed in the Office of the County Clerk of Burlington County and is also on file with the Authority."

Any master deed that includes an affordable housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the master deed that differentiates the affordable unit from all other units covered in the master deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each affordable housing unit affected hereby, and shall bind all purchasers and owners of each affordable housing unit, their heirs, assigns and all persons

404 Illinois Avenue Lease restrictions.

claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the owner acknowledges the following responsibilities:

A. Affordable housing units shall at all times remain the primary residence of the owner. The owner shall not rent any affordable housing unit to any party whether or not that party qualifies as a low or moderate income household without prior written approval from the Authority.

B. All home improvements made to an affordable housing unit shall be at the owner's expense except that expenditures for any alteration that allows a unit to be resold to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of base price. Owners must obtain prior approval for such alteration from the Authority to qualify for this recalculation.

C. The owner of an affordable housing unit shall keep the affordable housing unit in good repair.

D. Owners of affordable housing units shall pay all taxes, charges, assessments or levies both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of affordable housing units shall notify the Authority in writing no less than ninety (90) days prior to any proposed sale of an intent to sell the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the affordable housing unit without the prior written approval of the Authority.

F. An owner shall request referrals of eligible households from pre-established referral lists maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Intent to Sell the unit or no Agreement to Purchase the unit has been executed, the owner may propose a Contract to Purchase the unit to an income eligible household not referred through the Authority. The proposed purchaser must complete all required household eligibility forms and submit gross annual income information for verification to the Authority for written certification as an eligible sales transaction.

H. At resale, all items of property which are permanently affixed to the unit and/or were included when the unit was originally restricted (eg refrigerator, range, washer, dryer, dishwasher, wall to wall carpeting) shall be included in the maximum allowable resale price. Other items of property may be sold to the purchaser at a reasonable price that has been approved by the Authority at the time of signing of the Agreement to Purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price has been approved by the Authority. Unless otherwise permitted by the Council, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.

I. The owner shall not permit any lien, other than the first purchase money mortgage, second mortgages approved by the Authority and liens of the Authority to attach and remain on the property for more than sixty (60) days.

J. If an affordable housing unit is part of a condominium, homeowner's or cooperative association, the owner, in addition to paying any assessments required by the master deed of the condominium or by-laws of an association, shall further fully comply with all of the terms, covenants or conditions of said master deed or by-laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

K. The Owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for

40+ Illinois Avenue Deed restrictions.

determining that a resale transaction is qualified for a Certificate of Exemption. The owner shall notify the Authority in writing of any proposed exemption transaction and supply the necessary documentation to qualify for a Certificate of Exemption. An exempt transaction does not terminate the resale restrictions or existing liens and is not considered a certified sales transaction in calculating subsequent resale prices. A Certificate of Exemption shall be filed with the deed at the time of the title transfer.

L. The owner shall have responsibility for fulfilling all requirements in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93), for determining that a resale transaction is qualified for a Hardship Waiver. The owner may submit a written request for a Hardship Waiver, if no certified household has executed an agreement to purchase within ninety (90) days of notification of an approved resale price and referral of potential purchasers. Prior to issuing a Hardship Waiver, the municipality shall have thirty (30) days in which to sign an agreement to purchase the unit at the approved resale price and subsequently rent or convey it to a certified household. The municipality may transfer this option to the Department, the Agency, or a qualified non-profit organization as determined by the Council. For approval of a Hardship Waiver, an owner must document efforts to sell the unit to an income eligible household. If the waiver is granted, the owner may offer a low income unit to a moderate income household or a moderate income unit to a household whose income exceeds 80% of the applicable median income guide. The Hardship Waiver shall be filed with the deed at the time of closing and is only valid for the designated resale transaction. It does not affect the resale price. All future resales are subject to all restrictions stated herein.

M. The owner shall be obligated to pay a reasonable service fee to the Authority at the time of closing and transfer of title in the amount specified by the Authority at the time a restricted resale price has been determined after receipt of a Notice of Intent to Sell. Such fee shall not be included in the calculation of the maximum resale price.

IX. FORECLOSURE

The terms and restrictions of this Agreement shall be subordinate only to the first purchase money mortgage lien on the affordable housing property and in no way shall impair the first purchase money mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the first purchase money mortgage documents for the affordable housing unit.

Any affordable housing owner-occupied property that is acquired by a first purchase money mortgagee by deed in lieu of foreclosure, or by a purchaser at a foreclosure sale conducted by the holder of the first purchase money mortgagee shall be permanently released from the restrictions and covenants of this Affordable Housing Agreement. All resale restrictions shall cease to be effective as of the date of transfer of title pursuant to foreclosure with regard to the first purchase money mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, owners and mortgagees of that particular affordable housing unit (except for the defaulting mortgagor, who shall be forever subject to the resale restriction of this Agreement with respect to the affordable housing unit owned by such defaulting mortgagor at time of the foreclosure sale).

Upon a judgment of foreclosure, the Authority shall execute a document to be recorded in the county recording office as evidence that such affordable housing unit has been forever released from the restriction of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the affordable housing unit from the provisions and restrictions of this Agreement.

In the event of a foreclosure sale by the first purchase money mortgagee, the defaulting mortgagor shall be personally obligated to pay to the Authority any excess funds generated from such foreclosure sale. For purposes of this Agreement, excess funds shall be the total amount paid to the sheriff by reason of the foreclosure sale in excess of the greater of (1) the maximum permissible resale price of the affordable housing unit as of the date of the foreclosure sale pursuant to the rules and guidelines of the Authority and (2) the amount required to pay and satisfy the first money mortgage, including the costs of foreclosure plus any second mortgages approved by the Authority in accordance with this Agreement. The amount of excess funds shall also include all payments to any junior creditors out of the foreclosure sale proceeds even if such were to the exclusion of the defaulting mortgagor.

The Authority is hereby given a first priority lien, second only to the first purchase money mortgage and any taxes or public assessments by a duly authorized governmental body, equal to the full amount of such excess funds. This obligation of the defaulting mortgagor to pay the full amount of excess funds to the Authority shall be deemed to be a personal obligation of the owner of record at time of the foreclosure sale surviving such sale. The Authority shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the first purchase money mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Authority for any portion of this excess.

No part of the excess funds, however, shall be part of the defaulting mortgagor's equity.

The defaulting mortgagor's equity shall be determined to be the difference between the maximum permitted resale price of the affordable housing unit as of the date of the foreclosure sale as calculated in accordance with this Agreement and the total of the following sums: first purchase money mortgage, prior liens, costs of foreclosure, assessments, property taxes, and other liens which may have been attached against the unit prior to foreclosure, provided such total is less than the maximum permitted resale price.

If there are owner's equity sums to which the defaulting mortgagor is properly entitled, such sums shall be turned over to the defaulting mortgagor or placed in an escrow account for the defaulting mortgagor if the defaulting mortgagor cannot be located. The first purchase money mortgagee shall hold such funds in escrow for a period of two years or until such earlier time as the defaulting mortgagor shall make a claim for such. At the end of two years, if unclaimed, such funds, including any accrued interest, shall become the property of the Authority to the exclusion of any other creditors who may have claims against the defaulting mortgagor.

Nothing shall preclude the municipality wherein the affordable housing unit is located from acquiring an affordable property prior to foreclosure sale at the approved maximum resale price and holding, renting or conveying it to a certified household if such right is exercised within ninety (90) days after the property is listed for sale and all outstanding obligations to the first purchase money mortgagee are satisfied.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an owner, the Authority shall have all remedies provided at law or equity including but not limited to foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the owner. Upon such assignment, the Authority its successors or assigns shall provide written notice to the owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated affordable housing units remain affordable to low and moderate income-eligible households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

404 Hudson Avenue Deed restrictions.

To the owner:

At the address of the property stated in Section II PROPERTY DESCRIPTION hereof.

To the Authority:

At the address stated below:

Department of Community Affairs
HAS (formerly known as AHMS)
PO BOX 806/6th Floor
Trenton, NJ 08625-0806

Attention: Program Administrator

Or such other address that the Authority, owner or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The owner and the Authority hereby agree that all affordable housing units described herein shall be marketed, sold, and occupied in accordance with the provisions of this Agreement. Neither the owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section III, Paragraph C, TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk for the county in which the affordable housing units are situated.

XVII. ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of this Agreement at no charge.

Dated: 9/19/03

By: Kenneth R Ash
Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY)

) ss

COUNTY OF)

Berlin

BE IT REMEMBERED, that on this 19th day of SEPTEMBER, 2003
before me, the subscriber, KENT R PIPES personally
appeared KENNETH R ASH who, being by me duly sworn on his/her
oath, deposes and makes proof to my satisfaction, that he/she is the owner (co-owner) named in
the within instrument: that is the Affordable Housing Agreement of the described Property; that
the execution, as well as the making of this instrument, has been duly authorized and is the
voluntary act and deed of said owner.

Sworn to and subscribed before me,

the date aforesaid.

NOTARY PUBLIC
MY COMMISSION EXPIRES
5 OCT 5, 2008

129261
SERVICETRAK NETWORK
2030 SPRINGDALE RD., SUITE 800
CHERRY HILL, NJ 08003

BURLINGTON COUNTY CLERK

Deed

2006 OCT 18 A 10:22

This Deed is made on *March 29, 2006*
BETWEEN
DELANCO RENAISSANCE, LLC

ARRIVED

A corporation of the state of New Jersey
having its principal office at
1700 Second Street
Delanco, NJ

referred to as the Grantor,
AND
THE SALT AND LIGHT COMPANY, INC., a NJ non-profit corp.

whose post office address is
96 Ranocas Road
Mt. Holly, NJ

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

ARRIVED
2006 OCT 30 A 10:29
BURLINGTON COUNTY CLERK

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$613,332.00 Six Hundred Thirteen Thousand Three Hundred Thirty-Two Dollars and No Cents. The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-11) XXXXX XXXXX See below.
XXXXX XXXXX XXXXX XXXXX XXXXX XXXXX XXXXX
 No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Delanco, County of Burlington and State of New Jersey. The legal description is:

Unofficial Document

Reference is made to legal Deed(s) which have been recorded and made a part hereof. (Check box if applicable.)
Being that same property received by Delanco Renaissance, LLC, a New Jersey Limited Liability Company, by Deed from William Albrecht, dated June 10, 2003, recorded August 15, 2003, in Deed Book 8058, Page 936.

As to TRACT NO. 1: BEING Lot 9.01, Block 1305 as shown on Major Subdivision of Lot 9, Block 1305, Plate 13, Located in Delanco Township, Burlington County, New Jersey, filed September 20, 2004 in the County Clerk's Office of Burlington County as Map No. 4063343.

As to TRACT NO. 2: BEING Lot 9.02, Block 1305 as shown on Major Subdivision of Lot 9, Block 1305, Plate 13, Located in Delanco Township, Burlington County, New Jersey, filed September 20, 2004 in the County Clerk's Office of Burlington County as Map No. 4063343.

As to TRACT NO. 3: BEING Lot 9.03, Block 1305 as shown on Major Subdivision of Lot 9, Block 1305, Plate 13, Located in Delanco Township, Burlington County, New Jersey, filed September 20, 2004 in the County Clerk's Office of Burlington County as Map No. 4063343.

As to TRACT NO. 4: BEING Lot 9.04, Block 1305 as shown on Major Subdivision of Lot 9, Block 1305, Plate 13, Located in Delanco Township, Burlington County, New Jersey, filed September 20, 2004 in the County Clerk's Office of Burlington County as Map No. 4063343.



Frederick W. Härdt, Esq.

100 - Used - Bargain and Sale
Corp. to Ind. or Corp. - Plain Language
Rev. 7/03 PG 01

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APPENDIX D – RIVER’S EDGE DEED RESTRICTIONS

BURLINGTON COUNTY CLERK

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
IMPLEMENTING AFFORDABLE HOUSING CONTROLS ON CERTAIN STATE
REGULATED PROPERTY FOR NEW UNITS IN RIVER'S EDGE AT DELANCO**

(including Covenants Restricting Use, Conveyance And Mortgage Debt)

[Required pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and N.J.A.C. 5:80-26.5(d)]

APR 13 2007 3:16 PM RECEIVED

THIS DECLARATION (this "Declaration") is made this 10th day of April, 2007, by GRES AND KALUZYNI LAND DEVELOPMENT, L.L.C., a New Jersey limited liability company having its or other entity), having its principle address at 2733 Nottingham Way, Suite #2, Hamilton, New Jersey 08619 (referred to below as the "Developer").

Recitals

WHEREAS, the Developer has certain interests, as hereinafter set forth, in the Condominium project known as River's Edge at Delanco located in the Township of Delanco (referred to below as the "Municipality"), County of Burlington, State of New Jersey and containing a total of two-hundred fifty-one (251) condominium dwelling units (the "Condominium");

WHEREAS, the Developer is the owner of three (3) affordable housing units units, more fully described on Schedule A-1 attached hereto and made a part hereof (referred to below as the "Developer's Affordable Units") which are situated within the Condominium.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222, codified at N.J.S.A. 52:27D-301, et seq.) (hereinafter the "Act") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Schedule A-1 attached to this Declaration have been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units remain affordable to low and moderate-income eligible households for that period of time described in Article 1 of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the Affordable Units so as to provide notice to the owners of the Affordable Units of the covenants, conditions and restrictions with which they shall be required to comply and to notify all future purchasers of the Affordable Units that the Affordable Units are encumbered with affordability controls.

Article 1. Affordable Housing Covenants.

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, et seq.), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq.) (the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land, for each respective Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations (the "Control Period"), and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by the Municipality or by Piazza & Associates, Inc., an administrative

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agent appointed under the Regulations, including N.J.A.C. 5:80-26.14(c) (referred to below as the "Administrative Agent"); provided, however, that any other administrative agent appointed to succeed the Administrative Agent under and in compliance with the Regulations, including N.J.A.C. 5:80-26.17, shall also be deemed an Administrative Agent under this Declaration. In the case of such a change of the Administrative Agent, a legal assignment of the Administrative Agent's rights under this Declaration into the name of the new administrative agent shall be prepared, executed and recorded to the extent required under N.J.A.C. 5:80-26.17(a)2.

B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent and no sale shall be for a consideration greater than the maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. At no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent and as may be otherwise permitted under the Master Deed.

F. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

H. In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years;

Article 2. Remedies for Breach of Affordable Housing Covenants.

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee of an Affordable Unit (the "Grantee"), or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

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IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed, under seal, in its name and on its behalf by its duly authorized member, as of the day and year first above written.

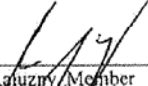
ATTEST:

SIGNED BY:

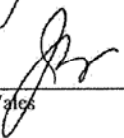
GRES AND KALUZYNY LAND DEVELOPMENT, L.L.C., a New Jersey limited liability company, Developer



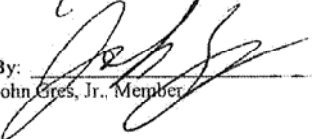
Joseph A. Vales

By: 

John J. Kaluzny, Member



Joseph A. Vales

By: 

John Gres, Jr., Member

ACKNOWLEDGEMENT AS TO THE DEVELOPER

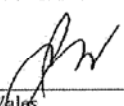
STATE OF NEW JERSEY

COUNTY OF MERCER SS:

I certify that on April 12, 2007, John J. Kaluzny and John Gres, Jr. personally came before me and these persons acknowledged under oath, to my satisfaction that:

- (a) These persons are the Members of Gres and Kaluzny Land Development, L.L.C., a New Jersey limited liability company, and the Developer pursuant to the Declaration set forth above (this "Instrument") relating to River's Edge At Delanco;
- (b) These persons acknowledged to me that the making, signing, sealing and delivery of this Instrument have been duly authorized by proper Resolution of Gres and Kaluzny Land Development, L.L.C.; and
- (c) These persons signed, sealed and delivered this Instrument as these persons' voluntary act and deed as duly authorized members of said limited liability company and on behalf of said company.

Signed and sworn to before me on the date written above.



Joseph A. Vales
An Attorney at Law of the
State of New Jersey

Record and Return to:
Anthony Muscente, Jr., Esquire
Hill Wallack LLP
202 Carnegie Center
CN 5226
Princeton, New Jersey 08543-5226

DB 06481 PG 475

SCHEDULE A-1

The **Developer's Affordable Units** consist of the following **three (3)** Units in River's Edge At Delanco (the "**Condominium**"), as shown, depicted and described in as described in the Master Deed for River's Edge at Delanco, a Condominium, dated August 26, 2004 and recorded on September 1, 2004 in the office of the Register of Burlington County in Book 06199, at Page 320, et seq., as has been amended by a certain First Amendment To The Master Deed for River's Edge at Delanco, dated July 22, 2005 and recorded in the same office on August 8, 2005, in Book 06302, at Page 160, et seq., and, further, by a certain Second Amendment To The Master Deed for River's Edge at Delanco, dated September 8, 2005 and recorded in the same office on September 27, 2005, in Book 06319, at Page 792, et seq., and, further, by a certain Third Amendment to the Master Deed for River's Edge at Delanco, dated December __, 2006, and recorded on December 13, 2006 with the Burlington County Clerk in Book 6449, at Page 846, et seq., and, further, by a certain Fourth Amendment to the Master Deed for River's Edge at Delanco, dated December __, 2006, and recorded on December 22, 2006 with the Burlington County Clerk in Book 6451, at Page 923, et seq., as the same may be amended from time to time (the "**Master Deed**"):

1. Unit Number 11, in Building Number 1 in the Condominium, having a designated address of **1 Falcon Lane**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
2. Unit Number 13, in Building Number 1 in the Condominium, having a designated address of **3 Falcon Lane**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium; and
3. Unit Number 19, in Building Number 1 in the Condominium, having a designated address of **9 Falcon Lane**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium.

Unofficial Document

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Recording Date: 04/18/2007
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HILL WALLACK
202 CARNEGIE CENTER
CN5226
PRINCETON, NJ 08543

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Login Id : ccstockt

Recorded
Apr 18 2007 8:13am
Burlington County Clerk

Unofficial Document

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

080648 | PG 477



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
IMPLEMENTING AFFORDABLE HOUSING CONTROLS ON CERTAIN STATE
REGULATED PROPERTY FOR NEW UNITS IN RIVER'S EDGE AT DELANCO**

(including Covenants Restricting Use, Conveyance And Mortgage Debt)

[Required pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and N.J.A.C. 5:80-26.5(d)]

THIS DECLARATION (this "**Declaration**") is made this 25th day of April, 2007, by **NVR, Inc., d/b/a/ Ryan Homes**, a Virginia corporation authorized to transact business in New Jersey, with an office at 1451 Highway 34, Suite 201, Wall, New Jersey 07727 (referred to below as the "**Builder**")

WHEREAS, the Builder has certain interests, as hereinafter set forth, in the Condominium project known as River's Edge at Delanco located in the Township of Delanco (referred to below as the "**Municipality**"), County of Burlington, State of New Jersey and containing a total of two-hundred fifty-one (251) condominium dwelling units (the "**Condominium**");

WHEREAS, the Builder is the owner of twelve (12) affordable housing units units, more fully described on Schedule A-1 attached hereto and made a part hereof (referred to below as the "**Builder's Affordable Units**" or "**Affordable Units**" and each individually an "**Affordable Unit**") which are situated within the Condominium and which have or are about to be constructed by the Builder.

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222, codified at N.J.S.A. 52:27D-301, et seq.) (hereinafter the "**Act**") to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with the provisions of the Act; and

WHEREAS, the Act requires that municipalities insure that such designated housing remains affordable to low and moderate income households;

WHEREAS, pursuant to the Act, the Affordable Units described in Schedule A-1, attached to this Declaration have been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Declaration is to insure that the described Affordable Units remain affordable to low and moderate-income eligible households for that period of time described in Article 1 of this Declaration.

NOW, THEREFORE, it is the intent of this Declaration to insure that the affordability controls are recorded on each of the Affordable Units so as to provide notice to the owners of the Affordable Units of the covenants, conditions and restrictions with which they shall be required to comply and to notify all future purchasers of the Affordable Units that the Affordable Units are encumbered with affordability controls.

Article 1. Affordable Housing Covenants.

The sale and use of each Affordable Unit subject to this Declaration is governed by regulations governing controls on affordability, which are found in New Jersey Administrative Code at Title 5, chapter 93, subchapter 9 (N.J.A.C. 5:93-9.1, et seq.), and chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq.) (the "**Regulations**"). Consistent with the Regulations, the following covenants (the "**Covenants**") shall run with the land, for each respective Affordable Unit, for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "**Control Period**", as that term is defined in the Regulations (the "**Control Period**"), and terminating upon the expiration of the Control Period as provided in the Regulations.

A. The Affordable Unit may be conveyed only to a household who has been approved in advance and in writing by the Municipality or by Piazza & Associates, Inc., an administrative

BURLINGTON COUNTY CLERK

APR 27 2007

agent appointed under the Regulations, including N.J.A.C. 5:80-26.14(c) (referred to below as the "**Administrative Agent**"); provided, however, that any other administrative agent appointed to succeed the Administrative Agent under and in compliance with the Regulations, including N.J.A.C. 5:80-26.17, shall also be deemed an Administrative Agent under this Declaration. In the case of such a change of the Administrative Agent, a legal assignment of the Administrative Agent's rights under this Declaration into the name of the new administrative agent shall be prepared, executed and recorded to the extent required under N.J.A.C. 5:80-26.17(a)2.

B. No sale of the Affordable Unit shall be lawful, unless approved in advance and in writing by the Administrative Agent and no sale shall be for a consideration greater than the maximum permitted price ("**Maximum Resale Price**", or "**MRP**") as determined by the Administrative Agent.

C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "**Debt**") secured by the Affordable Unit, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.

D. The owner of the Affordable Unit shall at all times maintain the Affordable Unit as his or her principal place of residence.

E. At no time shall the owner of the Affordable Unit lease or rent the Affordable Unit to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent and as may be otherwise permitted under the Master Deed.

F. No improvements may be made to the Affordable Unit that would affect its bedroom configuration, and in any event, no improvement made to the Affordable Unit will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

G. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 et seq., shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

H. In accordance with N.J.A.C. 5:80-26.5, each restricted Affordable Unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years.

Article 2. **Remedies for Breach of Affordable Housing Covenants.**

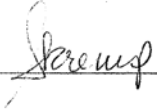
A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.10A(b):

A. In the event of a threatened breach of any of the Covenants by the Grantee of an Affordable Unit (the "**Grantee**"), or any successor in interest or other owner of the Affordable Unit, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

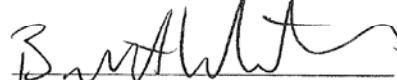
B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Builder has caused this Declaration to be executed, under seal, in its name and on its behalf by its duly authorized officer, as of the day and year first above written.

NVR., INC., d/b/a RYAN HOMES, a
Virginia corporation, Builder



,Secretary

By: 

Brett Hetrick, Vice-President

ACKNOWLEDGEMENT AS TO THE BUILDER

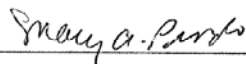
STATE OF NEW JERSEY

COUNTY OF MONMOUTH SS:

I certify that on April 25, 2007, Brett Hetrick personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is a Vice-President of NVR, Inc., d/b/a, Ryan Homes, a Virginia corporation registered to transact business in New Jersey (the "corporation") and the Builder pursuant to the Declaration set forth above (this "**Instrument**") relating to River's Edge At Delanco;
- (b) The making, signing, sealing and delivery of this Instrument have been duly authorized by proper Resolution of said corporation; and
- (c) This person signed, sealed and delivered this Instrument as this person's voluntary act and deed as a duly authorized officer of said corporation and on behalf of the corporation.

Signed and sworn to before me on
the date written above.



Notary Public of State of New Jersey

My commission expires:

MARY A. PROVDO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 4/13/10

Record and Return to:

Anthony Muscente, Jr., Esquire
Hill Wallack LLP
202 Carnegie Center
CN 5226
Princeton, New Jersey 08543-5226

SCHEDULE A-1

The **Builder's Affordable Units** consist of the following **twelve** (12) Units in River's Edge At Delanco (the "**Condominium**"), as shown, depicted and described in as described in the Master Deed for River's Edge at Delanco, a Condominium, dated August 26, 2004 and recorded on September 1, 2004 in the office of the Register of Burlington County in Book 06199, at Page 320, et seq., as has been amended by a certain First Amendment To The Master Deed for River's Edge at Delanco, dated July 22, 2005 and recorded in the same office on August 8, 2005, in Book 06302, at Page 160, et seq., and, further, by a certain Second Amendment To The Master Deed for River's Edge at Delanco, dated September 8, 2005 and recorded in the same office on September 27, 2005, in Book 06319, at Page 792, et seq., and, further, by a certain Third Amendment to the Master Deed for River's Edge at Delanco, dated December 5, 2006, and recorded on December 13, 2006 with the Burlington County Clerk in Book 6449, at Page 846, et seq., and, further, by a certain Fourth Amendment to the Master Deed for River's Edge at Delanco, dated December 8, 2006, and recorded on December 22, 2006 with the Burlington County Clerk in Book 6451, at Page 923, et seq., as the same may be amended from time to time (the "**Master Deed**"):

1. Unit Number O2, in Building Number O in the Condominium, having a designated address of **2 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
2. Unit Number O4, in Building Number O in the Condominium, having a designated address of **4 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
3. Unit Number O6, in Building Number O in the Condominium, having a designated address of **6 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
4. Unit Number O8, in Building Number O in the Condominium, having a designated address of **8 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
5. Unit Number O10, in Building Number O in the Condominium, having a designated address of **10 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
6. Unit Number O12, in Building Number O in the Condominium, having a designated address of **12 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
7. Unit Number O14, in Building Number O in the Condominium, having a designated address of **14 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
8. Unit Number O16, in Building Number O in the Condominium, having a designated address of **16 Heron Court**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
9. Unit Number W17, in Building Number W in the Condominium, having a designated address of **17 River Lane**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
10. Unit Number W19, in Building Number W in the Condominium, having a designated address of **19 River Lane**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium;
11. Unit Number W21, in Building Number W in the Condominium, having a designated address of **21 River Lane**, as is more specifically described in the Master Deed together

with an undivided 0.398 percent interest in the Common Elements of the Condominium;;
and

12. Unit Number W23, in Building Number W in the Condominium, having a designated address of **23 River Lane**, as is more specifically described in the Master Deed together with an undivided 0.398 percent interest in the Common Elements of the Condominium.

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TITLE AMERICA AGENCY
185 WEST WHITE HORSE PIKE 2ND FL
BERLIN, NJ 08009

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Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

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APPENDIX E – ZURBRUGG MANSION CONSENT ORDER/DEED RESTRICTIONS

Tracy A. Siebold, Esquire
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
A Pennsylvania Limited Liability Partnership
Plaza 1000 - Suite 500
Main Street
Voorhees, New Jersey 08043-4636
Telephone: 856.761.3400
Facsimile: 856.761.1020

FILED WITH THE COURT

APR 23 2008

HON. JOHN A. SWEENEY, A.J.S.C.

Attorneys for Plaintiff, NVR, Inc. t/a Ryan Homes

NVR, INC. t/a RYAN HOMES, as
Successors in Interest to Delanco Land
Partnership

Plaintiff,

v.

TOWNSHIP OF DELANCO, a Municipal
Corporation,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY
DOCKET NO. BUR-L-2673-89

Civil Action

MOUNT LAUREL ACTION

**CONSENT ORDER MODIFYING
SETTLEMENT AGREEMENT**

THIS MATTER having been submitted by Consent Order of the parties hereto, being NVR, Inc. t/a Ryan Homes, ("NVR"), as successor in interest to Delanco Land Partnership (Ballard Spahr Andrews & Ingersoll, LLP, Tracy A. Siebold, Esq) and the Township of Delanco (the "Township") (Parker McCay, P.A., Kevin D. Sheehan, Esq.) and the Court, having good cause shown and upon consent of the parties hereto;

IT IS on this 23 day of April ___ 2008,


ORDERED THAT:

1. The August 29, 1990 Settlement Agreement by and between Delanco Land Partnership, through NVR as the successor in interest, and the Township (the "Settlement Agreement", attached hereto as Exhibit A) is hereby modified to allow fourteen (14) of the

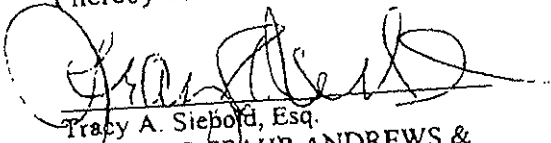
twenty nine (29) affordable housing units to be built on the Rivers Edge Project in Delanco Township to be transferred to the Township of Delanco, upon payment of the sum of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00), (the "Transfer Money"). The Transfer Money shall be credited to Zurbrugg Partnership, LLC ("Zurbrugg") to compensate Zurbrugg for construction of the fourteen (14) transferred age-restricted affordable housing units as part of the redevelopment of the Zurbrugg Mansion. The creation of the fourteen (14) age restricted affordable housing units in the Mansion shall be governed by the terms and conditions set forth in the Redevelopment Agreement between the Township and Zurbrugg;

2. The Rivers Edge Project shall remain an "inclusionary" development pursuant to the original terms of the Settlement Agreement, and the transfer of the fourteen (14) affordable housing units shall not alter the inclusionary classification of the Rivers Edge Project;

3. Upon payment of the Transfer Money, NVR shall hereafter be relieved of any further obligation to provide affordable housing units, and the parties acknowledging that NVR has completed all affordable housing obligations required.


JOHN A. SWEENEY, A.J.S.C.

I hereby consent to the entry of the within Order.



Tracy A. Siebold, Esq.
BALLARD SPAHR ANDREWS &
INGERSOLL, LLP
Attorneys for NVR/ Ryan, successors
to Delanco Land Partnership
April 8, 2008

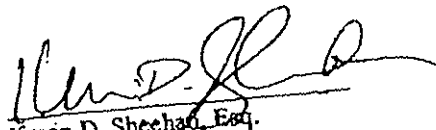
Kevin D. Sheehan, Esq.
PARKER McCAY, PA
Attorneys for Township of Delanco
April _____, 2008



Henry L. Kent-Smith, Esq.
BUCHANAN INGERSOLL & ROONEY, PC
Attorneys for Zurbrugg
Partnership, LLC, Redeveloper
April 8, 2008

I hereby consent to the entry of the within Order.

Tracy A. Siebold, Esq.
BALLARD SPAHR ANDREWS &
INGERSOLL, LLP
Attorneys for NVR/ Ryan, successors
to Delanco Land Partnership
April __, 2008



Kevin D. Sheehan, Esq.
PARKER McCAY, PA
Attorneys for Township of Delano
April 9, 2008

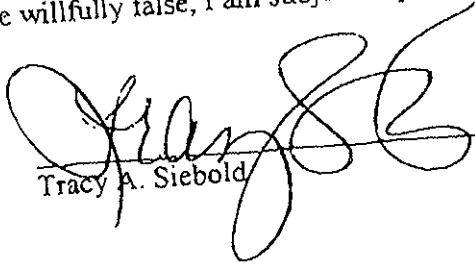
Henry L. Kent-Smith, Esq.
BUCHANAN INGERSOLL & ROONEY, PC
Attorneys for Zurbrugg
Partnership, LLC, Redeveloper
April __, 2008

CERTIFICATION OF FACSIMILE SIGNATURE

I, **TRACY A. SIEBOLD, ESQUIRE** hereby certify that Kevin D. Sheehan, Esquire has acknowledged to me the genuineness of his signature on the foregoing Consent Order and that an original of the Consent Order containing Kevin D. Sheehan's original signature affixed will be maintained in my file if requested by the Court or any party.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: April 21, 2008


Tracy A. Siebold

AGREEMENT

Between

DELANCO LAND PARTNERSHIP

-and-

THE TOWNSHIP OF DELANCO
IN THE COUNTY OF BURLINGTON

IN SETTLEMENT OF PENDING LITIGATION BETWEEN DELANCO
LAND PARTNERSHIP AND THE TOWNSHIP OF
DELANCO, BURLINGTON COUNTY

Executed at
Delanco, Tp., N.J.

AUG. 29, 1990

AGREEMENT

This Agreement dated this _____ day of _____, 1990 between Delanco Land Partnership ("DLP") and the Township of Delanco, Burlington County ("Township") is in settlement of all claims by and/or between /DLP and the Township in litigation now pending in the Superior Court of New Jersey and encaptioned Delanco Land Partnership v. Township of Delanco, County of Burlington, Docket No. L-267389. This Agreement is subject to approval by the Court and when approved represents an amicable settlement of all such claims in consideration of the mutual covenants and promises set forth hereinaunder.

I. DEVELOPMENT STANDARDS

Attached hereto as Exhibit "A" and incorporated herein as if set forth at length are the development standards which shall apply as an alternative to the development controls presently in effect on the following lands: Block 500, Lots 1 and 2 of the tax maps of the Township. As soon as practical, upon approval of the court, the Township shall move to adopt the ordinance attached hereto as Exhibit "A". Upon receipt of an application filed pursuant to said development standards, the relevant Township Board shall review and act upon such application subject to said development standards and the terms hereof.

II. GOVERNMENTAL SUBSIDIES

It is possible that DLP may attempt to secure state or

federal financing with respect to the development contemplated herein. The Township agrees to cooperate with DLP efforts in this regard in that some government agencies may require the municipality to be the applicant or co-applicant on this type of application. In no way does cooperation by the Township imply any financial participation in the project or any guarantees by the Township. The Township will not be required to obligate itself in any way as a result of this cooperation.

III. AMENDMENTS/ARBITRATION

Upon execution hereof, no party to this action may unilaterally amend or otherwise change any of the terms and conditions of this Agreement, nor shall any subsequently enacted land use ordinance affect DLP's lands without the written consent of DLP. Notwithstanding the above, the standards in the ordinance relating to Council on Affordable Housing ("COAH") regulations set forth in Section 102.29.7 may be amended if COAH regulations change. DLP shall be given thirty (30) days written notice prior to first reading of any proposed amendment. No such amendment shall affect the development contemplated herein if adopted subsequent to the filing of a preliminary site plan and/or subdivision application. In the event of any breach of any of the provisions of this Agreement and/or in the event the Township or its Boards disapprove of any plans submitted by DLP or its assigns pursuant to this Agreement and/or a disagreement arises as to the meaning or intent of this Agreement or the obligations of the parties hereunder, the parties have the right to seek a judicial determination by the Superior Court,

Chancery Division, Mount Laurel II Judge as assigned by the Supreme Court, or if none is assigned, then the appropriate Judge of the Superior Court, to resolve the controversy, said determination to be binding and not appealable by the parties. For purposes of this Agreement, the Superior Court, Mt. Laurel judge shall retain jurisdiction to be able to supervise the development in question and any case or controversy which may arise between the parties. Prior to submission of any such matter to the court, the parties shall attempt to mediate the dispute with the court-appointed master (Jay Lynch of Queale & Lynch). If mediation fails, the master shall file a report with the court.

IV. SUBMISSION TO SUPERIOR COURT OF NEW JERSEY FOR APPROVAL;
IMPLEMENTATION OF AGREEMENT

Promptly after execution hereof, the parties shall cooperate in submitting this agreement to the Superior Court of New Jersey for the purpose only of seeking and obtaining approval of this agreement and municipal compliance plan by that court. In so doing, the parties shall seek an order permitting appropriate notice and judicial hearing in order to give adequate notice and the right to be heard to all persons who might be interested in this Agreement, including all taxpayers, residents and landowners of the Township of Delanco. Said approval shall be a precondition of the implementation of this Settlement Agreement and shall embody the court's recognition of credit to the Township of the low and moderate income units contemplated herein. The Agreement shall be deemed

"implemented" on the date of the entry of the Order of the Court approving same or, if appealed, the date of a final determination as to the entry of such an order.

V. DISMISSAL OF PENDING LITIGATION

Promptly upon the court's approval of this Agreement the parties shall move to dismiss with prejudice and without cost the pending litigation in so far as it relates to DLP lands and this Settlement Agreement and shall execute a stipulation of dismissal. A Consent Judgment shall be filed embodying the terms of this Agreement. The Consent Judgment entered shall be final and fully resolve all claims relating to DLP's lands.

VI. ASSIGNMENT

DLP may assign any or all of its rights hereunder and any assignees are recognized as successors-in-interest to DLP or having a joint interest with the full power and authority to enforce the terms hereof and, as such, shall be bound hereby.

VII. WHOLE AGREEMENT

This Agreement contains the entire agreement among the parties pertaining to the subject matter hereof, supersedes any prior agreements among the parties hereto and may not be amended except as provided herein.

VIII. NOTICES

All notices, demands and other communications hereunder, shall be in writing and shall be deemed to have been given if hand delivered with written proof thereof signed by an agent of the receiving party or sent by certified mail return receipt

requested, or the equivalent thereof providing independent proof of delivery, to the applicable party to the person and address following: All notices sent to the following persons shall be deemed sufficient Notice unless by prior written notice all parties hereto have been informed of a change as to the person or persons to whom notices shall be sent:

- A. As to Delanco Land:
Carl S. Bisgaler, Esquire
30 Washington Avenue
Haddonfield, New Jersey 08033
- B. As to the Township:
Municipal Clerk
Delanco Municipal Building
Buttonwood St. and Burlington Ave.
Delanco, New Jersey 08075

IX. SEVERABILITY

If any clause, sentence, subdivision, paragraph or part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, shall be confined in its operation to the clause, sentence, subdivision, paragraph or part hereof directly involved in the controversy in which said judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

Attest:

Stephanie Stolarik

Attest:

Joseph M. Lemerre

DELANCO LAND PARTNERSHIP

BY: Carl S. Bisgaler

TOWNSHIP OF DELANCO IN THE COUNTY OF BURLINGTON

BY: R. Bluntz Mayor

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) : SS.

BE IT REMEMBERED, that on this 20th day of Aug. one thousand nine hundred and ninety, personally appeared Richard J. Schmitz, Jr. who is the Mayor of the Township of Delanco in the County of Burlington, who I am satisfied is the person who signed the within instrument, and she acknowledged that she signed, sealed with the corporate seal and delivered the same as such official aforesaid, and that the within instrument is the voluntary act and deed of said Township, made by virtue of a Resolution of its Borough Council. All of which is hereby certified.

Roseann M. Lameiras

ROSEANN M. LAMEIRAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 22, 1991

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) : SS.

BE IT REMEMBERED, that on the 29th day of ~~Aug~~ ^{May} one thousand nine hundred and ninety, personally appeared ~~COOPER S. BISHOP~~ who is the representative of Delanco Land Partnership, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, and delivered the same as such representative aforesaid, and that the within instrument is the voluntary act and deed of such partnership, made by virtue of a Resolution of its Partners. All of which is hereby certified.

Stephanie Stoginski

STEPHANIE STOLINSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 12, 1994

FILED WITH THE COURT
JAN 15 1991

MATTEO and CONRO
Glen Oaks Professional Building
1405 Chews Landing Road, Ste. 7
Laurel Springs, New Jersey 08021
(609)227-1101
Attorneys for the Plaintiff

DELANCO LAND PARTNERSHIP,

Plaintiff,

vs.

TOWNSHIP OF DELANCO,

Defendant.

: SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
: BURLINGTON COUNTY
Docket No. BUR-L-2673-89
: Civil Action

: ORDER APPROVING SETTLEMENT
AND REQUIRING ITS IMPLEMENTATION

THIS MATTER having come before the Court and the Court holding a public hearing, pursuant to Court Order dated November 16, 1990 and subsequent to public notice in accordance with said Order, on December 14, 1990, and the Court having reviewed and considered the report of the Court appointed Master dated November 23, 1990 and the Court having heard the testimony of the Master; and the Court having opened the matter up, on the record, for public comment and there being no response or comment from the public; and the Court having accepted into evidence the Settlement Agreement between the parties, the proposed Amendment to the Delanco Land Development Ordinances, the Amended Delanco Housing Element and the Master's Report of November 23, 1990;

NOW THEREFORE, it is ORDERED on the 15 day of January, 1991 that:

1. The Court expressly finds that the Ordinance if implemented as proposed and presented will provide a realistic opportunity for the construction of affordable housing;
2. That the plaintiff will completely meet the township's need to provide a realistic opportunity for affordable housing;
3. That the plaintiff is entitled to a Builder's Remedy pursuant to the New Jersey Supreme Court's ruling in the Mt. Laurel II decision;
4. That the Court is satisfied that plaintiff's site is suitable for construction of the project as contemplated in the Settlement Agreement.
5. That the Settlement Agreement is hereby approved and that the plaintiff shall have a builder's remedy.
6. That Defendant, Delanco Township, shall ~~have authority to~~ adopt and implement the Ordinance contained in the Settlement Agreement, and reviewed by the Master and approved by the Court herewith *on or before April 5, 1991*.
7. That after Defendant, Delanco, enacts the Ordinance it may apply to this Court for an Order of Repose, pursuant to Mt. Laurel II; the Court will rule specifically on the conditions of repose at the time the order is issued.

Myron H. Gottlieb
MYRON H. GOTTLIEB, J.S.C.

FILED WITH THE COURT
NOV 22 1991

MATTEO and CUNEO
502 Pleasant Valley Avenue
Moorestown, NJ 08057
(609)235-8200
Attorneys for Plaintiff

DELANCO LAND PARTNERSHIP

Plaintiff,

vs.

TOWNSHIP OF DELANCO

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - BURLINGTON COUNTY

Docket No. BUR-L-2673-90
Civil Action

ORDER GRANTING FINAL JUDGMENT OF
COMPLIANCE AND REPOSE

THIS MATTER being opened before the Court by George W. Matteo, Jr., Esquire, attorney for the Plaintiff, and based upon the information contained in the attached certification and the exhibits contained therein;

IT IS on this 22 day of Nov, 1991 ORDERED that the defendants compliance package; its housing element and fair share plan, are approved as complaint with Mt. Laurel II; and

IT IS FURTHER ORDERED that the Defendant is granted repose from Mt. Laurel litigation relating to its 1987-1993 fair share obligation for six (6) years from the ~~date hereof~~, ^{April 22, 1991, the date of final adoption of the ordinances} and

IT IS FURTHER ORDERED that the previous Order of January 15, 1991 approving the settlement between the Plaintiff and Defendant is confirmed as a final judgment of the court.

MYRON H. GOTTLIEB, J.S.C.

Pai

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Deed Restriction

BURLINGTON COUNTY
CLERK

To State Regulated Multi-Family Rental Property 2010 JAN 29 P 3:20
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy **RECEIVED**

THIS DEED RESTRICTION, entered into as of this the 21st day of January, 2010, by and between the State of New Jersey, Department of Community Affairs, Division of Housing, (the "State"), and Zurbrugg Partnership Limited Liability Company, a New Jersey limited liability company having offices at 1 Executive Drive, Suite 8, Moorestown, New Jersey, 08057 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project subsidized by the State Of New Jersey (the "Project") in cooperation with the Housing Affordability Service of the New Jersey Housing Mortgage and Finance Agency (NJHMFA) ("Administrative Agent"), under the Neighborhood Preservation Balanced Housing Program:

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received for the Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

RECEIVED
2010 JAN 21 P 3:31
BURLINGTON COUNTY
CLERK

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Delanco Township, Burlington County, State of New Jersey, and described more specifically as Block No. 1202 Lot No. 6, and known by the street address:

531 Delaware Avenue
Delanco Township, NJ 08075

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

R4R

FIRST AMERICAN TITLE INSURANCE CO.
TWO PENN CENTER PLAZA, SUITE 1910
PHILADELPHIA, PA 19102

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the State of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the State within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner has executed this Deed Restriction in triplicate as of the date first above written.

GRANTOR

ZURBRUGG PARTNERSHIP LIMITED LIABILITY COMPANY


Name: Randy Cherkas
Title: Manager

ACKNOWLEDGEMENT

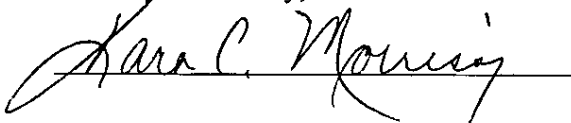
STATE OF PENNSYLVANIA, COUNTY OF PHILADELPHIA SS.:

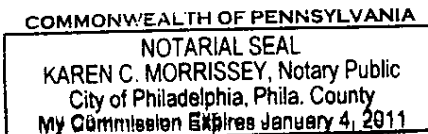
I CERTIFY that on January 21, 2010, Randy Cherkas personally came before me, and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed; and
- (c) is the Manager of Zurbrugg Partnership Limited Liability Company (the "Company") and signed and delivered this document as his act and deed as Manager on behalf of the Company.
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the

21st day of January, 2010.





RECORDING DATA PAGE

Consideration :
Code :
Transfer Fee :
Recording Date: 01/29/2010
Document No : 4706578 dcoco

FIRST AMERICAN TITLE INSURANCE CO
TWO PENN CENTER PLAZA SUITE 1910
PHILADELPHIA, PA 19102

Receipt No : 867734
Document No : 4706578
Document Type : DECR
Recording Date: 01/29/2010
Login Id : dcoco

Recorded
Jan 29 2010 03:59pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

APPENDIX F – CREEKSIDE DEED RESTRICTION

106

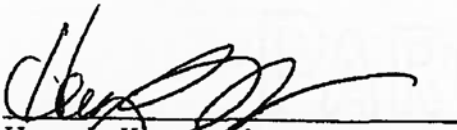
FVI
09

BURLINGTON COUNTY
CLERK

2008 AUG 26 P 12: 14

RECEIVED

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSIDE AT DELANCO



Henry L. Kent-Smith
Buchanan Ingersoll & Rooney
700 Alexander Park, Suite 300
Princeton, New Jersey 08540-6347

CHARGE, RECORD & RETURN TO:
TITLE AMERICA AGENCY CORP.
185 W. WHITE HORSE PIKE
BERLIN, NJ 08009
AGENT FILE NO. 45578-1

06:0

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSIDE AT DELANCO BURLINGTON COUNTY
CLERK

THIS DECLARATION, made this 20th day of March, 2008, by Creekside at Delanco, L.L.C., a New Jersey limited liability company, having an address 1700 Second Street, Delanco, New Jersey 08075 (the "Declarant").

2008 AUG 26 P 12:14
RECEIVED

WHEREAS, the Declarant currently owns certain real property located in the Township of Delanco (the "Township"), Burlington County, New Jersey which property is more particularly described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Declarant has obtained the approval (the "Approval") for the subdivision of the Property from the Township of Delanco Joint Land Use for the purpose of creating lots for residential development (hereinafter referred to as the "Project"); and

WHEREAS, the Project is comprised of twenty seven (27) lots (the "Lots"); and

WHEREAS, it is contemplated that single family detached home, will be constructed on twenty six (26) of the Lots, and that one (1) of the Lots will be reserved for the construction of three (3) rental units for rental to low and moderate income households pursuant to the Approval and the regulations promulgated by the New Jersey Council on Affordable Housing (the "COAH Lot"); and

WHEREAS, in connection with the Approvals, certain easements are being recorded in the Clerk's Office of Burlington County, New Jersey simultaneously with the recordation of this Declaration which easements are more particularly described in Exhibit "B" attached hereto (the "Common Easements"); and

WHEREAS, pursuant to Common Easements, owners of the Lots (including the COAH Lot), as successors in interest to the Declarant, have certain maintenance and other obligations as to said Common Easements (the "Easement Obligations"); and

WHEREAS, the Township has required that the Declarant organize an entity to enforce the performance of the Easement Obligations; and

WHEREAS, this Declaration provides for the creation of the Creekside at Delanco Homeowners Association, Inc. (the "Association") as the entity for the enforcement of the Easement Obligations and for certain other purposes set forth herein, all of which are for the benefit of the Project, the Lot owners, and the Township.

NOW, THEREFORE, the Declarant hereby declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, conditions, easements, charges, assessments, obligations, and liens set forth in this Declaration and to the provisions of the Certificate of Incorporation, By-laws and any Rules and Regulations of the Association.

RECORDING DATA PAGE

Consideration :
Code :
Transfer Fee :
Recording Date: 08/27/2008
Document No : 4580611 sbunn

TITLE AMERICA AGENCY CORP
185 WEST WHITE HORSE PIKE
BERLIN, NJ 08009

Receipt No : 789501
Document No : 4580611
Document Type : DECR
Recording Date: 08/27/2008
Login Id : sbunn

Recorded
Aug 27 2008 12:12pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB06593PG717

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION (the "Deed Restriction"), entered into as of this the 21st day of April, 2016, by and between DELANCO TOWNSHIP, with offices at 770 Coopertown Road, Delanco, NJ 08075 (the "Municipality"), and HADDON AVENUE PROPERTIES, LLC, a New Jersey limited liability company having offices at 210 Lake Drive East, Suite 300, Cherry Hill, NJ 08002 the owner (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. General

The Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Delanco Township, County of Burlington, State of New Jersey, and described more specifically as Block 802.1, Lot 19, and known by the street address: 2201-2203-2205 Burlington Avenue, Delanco, NJ 08075.

The units include Unit 2201 (a three-bedroom, low-income unit), Unit 2203 (a two-bedroom, low-income unit), and Unit 2205 (a two-bedroom, moderate-income unit). The low and moderate income designations shall remain in place for the duration of this restriction.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined by the original filing date of the Declaration of Covenants, Conditions and Restrictions for Creekside at Delanco on August 28, 2008, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years from August 26, 2008 ; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the “Uniform Controls”).
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low-income or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the administrative agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the administrative agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the administrative agent.
 - D. The Owner shall notify the administrative agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the administrative agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the administrative agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the administrative agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the administrative agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner and the Municipality have executed this Deed Restriction in triplicate as of the date first above written.

HADDON AVENUE PROPERTIES, L.L.C.
By: 1st COLONIAL COMMUNITY BANK, sole member

By: _____
GERARD M. BANMILLER,
President and Chief Executive Officer

DELANCO TOWNSHIP

By: _____
KATE FITZPATRICK,
Mayor

On this the 21st day of April, 2016 before me came Gerard M. Banmiller, known and known to me to be duly authorized representative of 1st Colonial Community Bank, sole member of the Owner of the Property, Haddon Avenue Properties, L.L.C., who states that (s)he has signed said Deed Restriction for the purposes stated therein.



Sheila D. Ward

NOTARY PUBLIC

On this the _____ day of _____, 2016 before me came Kate Fitzpatrick, known and known to me to be Mayor of Delanco Township, the Municipality identified as such in the foregoing Deed Restriction, who states that (s)he is duly authorized to execute said Deed Restriction on behalf of said Municipality, and that he has so executed the foregoing Deed Restriction for the purposes stated therein

NOTARY PUBLIC

Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION (the "Deed Restriction"), entered into as of this the 21st day of April, 2016, by and between DELANCO TOWNSHIP, with offices at 770 Coopertown Road, Delanco, NJ 08075 (the "Municipality"), and HADDON AVENUE PROPERTIES, LLC, a New Jersey limited liability company having offices at 210 Lake Drive East, Suite 300, Cherry Hill, NJ 08002 the owner (the "Owner") of a residential low-income or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. General

The Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed Restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Delanco Township, County of Burlington, State of New Jersey, and described more specifically as Block 802.1, Lot 19, and known by the street address: 2201-2203-2205 Burlington Avenue, Delanco, NJ 08075.

The units include Unit 2201 (a three-bedroom, low-income unit), Unit 2203 (a two-bedroom, low-income unit), and Unit 2205 (a two-bedroom, moderate-income unit). The low and moderate income designations shall remain in place for the duration of this restriction.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined by the original filing date of the Declaration of Covenants, Conditions and Restrictions for Creekside at Delanco on August 28, 2008, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years from August 26, 2008 ; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the “Uniform Controls”).
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low-income or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the administrative agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the administrative agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the administrative agent.
 - D. The Owner shall notify the administrative agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the administrative agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the administrative agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the administrative agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the administrative agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner and the Municipality have executed this Deed Restriction in triplicate as of the date first above written.

HADDON AVENUE PROPERTIES, L.L.C.
By: 1st COLONIAL COMMUNITY BANK, sole member

By: _____
GERARD M. BANMILLER,
President and Chief Executive Officer

DELANCO TOWNSHIP

By: _____
KATE FITZPATRICK,
Mayor

On this the 21st day of April, 2016 before me came Gerard M. Banmiller, known and known to me to be duly authorized representative of 1st Colonial Community Bank, sole member of the Owner of the Property, Haddon Avenue Properties, L.L.C., who states that (s)he has signed said Deed Restriction for the purposes stated therein.



Sheila D. Ward

NOTARY PUBLIC

On this the _____ day of _____, 2016 before me came Kate Fitzpatrick, known and known to me to be Mayor of Delanco Township, the Municipality identified as such in the foregoing Deed Restriction, who states that (s)he is duly authorized to execute said Deed Restriction on behalf of said Municipality, and that he has so executed the foregoing Deed Restriction for the purposes stated therein

NOTARY PUBLIC

APPENDIX G – ABUNDANT LIFE/LIVING SPRINGS SENIOR DEED RESTRICTION

RECORD & RETURN TO:
SURETY TITLE CORPORATION
1 E. STOW RD.
MARLTON, NJ 08053
COMMERCIAL DEPT.

HMFA Board Approved Revision 11/18/04

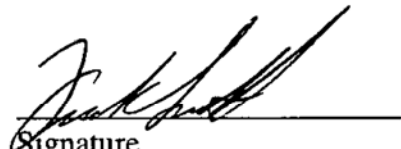
1014MA-01

2

BURLINGTON COUNTY
CLERK

LIHTC # 0921

Prepared By:


Signature

Frank Sciarrotta

2010 APR 13 P 1:07

RECEIVED
DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of April 8th, 2010 shall run with the land and is granted by Living Springs Senior Residence LLC, and its successors and assigns (the "Project Owner") whose principal address is 4151 Route 130 South, Edgewater Park, NJ 08046, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the 2011 Binding Commitment Letter for the building described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed \$1,750,000 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The one building, which consist of a total of 100 residential rental units, of which 94 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Living Springs Senior Residence (the "Project"). The Project is located at 4151 Route 130, Delanco, NJ 08046, Municipal Tax Map Block No. 2200, Lot No.3.02 in the County of Burlington, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
- (2) If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

1014MA-01

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is 92.13 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:
- [X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).
- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2011.

- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (8) If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2009 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that 10 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 30 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (9) If this box is checked, the Project is a Special Needs Project as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 10 units or 25 percent of the total project units, whichever is greater of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (10) If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2009 Qualified Allocation Plan, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (11) If this box is checked, the Project Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (12) If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the 2009 Qualified Allocation Plan.

- (13) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (14) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (15) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (21) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project

during business hours and to inspect and copy all books and records pertaining to the Project.

- (22) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (23) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (26) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before the undersigned Notary Public or Attorney on the date appearing below:

WITNESS
(IF INDIVIDUAL, LLC, OR PARTNERSHIP)

[Signature]
Arthur J. Muegg

PROJECT OWNER: Living Springs Senior Residence LLC

By: Living Springs Apartments, Inc.,
[Handwritten initials]

By: [Signature] (R.F.)
Authorized Representative Aubrey A. Fenton
PRESIDENT
(Print Name, Title, Organization)

ATTEST (IF A CORPORATION)

Secretary

PROJECT OWNER:

By: _____
President (Corporation)

Print Name

Unofficial Document

ACKNOWLEDGEMENT FOR PARTNERSHIP
(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I CERTIFY that on _____, 2010,
_____ OF THE PARTNERSHIP personally came
before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the
President of _____ who is the general partner of
_____, the Owner named in this document (the "Partnership");
and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized
by a proper resolution of the Board of Directors of the General Partner.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Notary Public

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I CERTIFY that on April 8, 2010, Aubrey Fenton, President
personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this
person is the Managing Member of Livvy Spry's Senior Residence LLC, the Owner named in this
document (the "LLC"); and (b) this document was signed and delivered by the Company as its voluntary
act duly authorized by a proper resolution of the Company.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Notary Public
Arthur Meryce
Attorney-at-Law
State of New Jersey

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 1014MA-01

REVISED / AMENDED

3/9/2010 / 4/7/2010

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Delanco Township, Burlington County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point, an interior corner to lands of Lot 3.00, Block 2200 being South 45 degrees 31 minutes 08 seconds West the distance of 657.96 feet and South 53 degrees 43 minutes 08 seconds West the distance of 510.55 feet and South 36 degrees 22 minutes 02 seconds East the distance of 233.04 feet from the Southwesterly line of Creek Road (33 feet wide) a corner to lands of now or formerly Burlington County Board of Freeholders Lot 2, Block 2200 and Lot 3.00, Block 2200 and extending from said point of BEGINNING; THENCE extending North 53 degrees 37 minutes 58 seconds East along the said lands of Lot 3.00, Block 2200 the distance of 590.35 feet to a point; THENCE extending South 35 degrees 44 minutes 44 seconds East along the same the distance of 247.38 feet to a point; THENCE extending South 53 degrees 37 minutes 58 seconds West along the same the distance of 587.66 feet to a point; THENCE extending North 36 degrees 22 minutes 02 seconds West along the same distance of 247.37 feet to the first mentioned point and place of BEGINNING.

BEING Block 2200, Lot 3.02, as set forth on Final Subdivision Plan - Phase I, Living Springs filed in the Burlington County Clerk's Office on 9/01/2009 as Map No. 4672851.

TOGETHER with the benefits as contained in the Cross-Access Parking Easement and Maintenance Agreement about to be recorded.

RECORDING DATA PAGE

Consideration :
Code :
Transfer Fee :
Recording Date: 04/21/2010
Document No : 4724069 dcoco

SURETY TITLE CORP
1 E STOW RD STE 100
MARLTON, NJ 08053

Receipt No : 880504
Document No : 4724069
Document Type : EAS
Recording Date: 04/21/2010
Login Id : dcoco

Recorded
Apr 21 2010 10:54am
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

APPENDIX H – ABUNDANT LIFE/LIVING SPRINGS MANOR DEED RESTRICTION

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

4876280

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

SURETY TITLE CORP
1 E STOW RD STE 100
MARLTON NJ 08053

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8019302
RECORDED ON
March 29, 2012 12:07 PM

INSTRUMENT NUMBER
4876280

BOOK: OR13002
PAGE: 8501

No. Of Pages 10
(Excluding Recording Information and/or Summary Sheet)

Consideration Amount \$0.00

Recording Fee \$130.00

Realty Transfer Fee \$0.00

Total Amount Paid \$130.00

Municipality DELANCO TWP

Parcel Information
Block: 2200
Lot: 3.03

First Party Name LIVING SPRINGS MANOR

Second Party Name BURLINGTON CO BRD OF CHN FREEHOLDERS

Additional Information (Official Use Only)



4876280

Ctrl Id: 5004824

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

10

1073 MA01
RECORD & RETURN TO:
SURETY TITLE CORPORATION
1 E. STOW RD.
CARLTON, NJ 08053
COMMERCIAL DEPT.

- 9 -

**BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
HOME INVESTMENT PARTNERSHIPS PROGRAM**

BURLINGTON COUNTY

AFFORDABLE HOUSING PROPERTY USE RESTRICTION

2012 MAR 15 A 10:23

RECEIVED

LENDER: BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic, with offices at 49 Rancocas Road, Mount Holly, NJ 08060

BORROWER: ABUNDANT LIFE COMMUNITY DEVELOPMENT CORPORATION, INC. 4151 Route 130 South, Edgewater Park, NJ 08010

OWNER: LIVING SPRINGS MANOR, LLC 4151 Route 130 South, Edgewater Park, NJ 08010

PROJECT PROPERTY: Delanco Township, Block 2200, Lot 3.03, 501 Parkview Drive

LOAN AMOUNT: \$500,000.00

PROJECT: Development of 20 new, affordable one-bedroom HOME Program units (the "HOME Units") to be rented to adults who satisfy specified affordability requirements specified in the HOME Loan Agreement for any of the following: (a) special needs; (b) developmentally disabled; (c) disabled veterans or (d) homeless veterans

APPROVED USE OF LOAN FUNDS: Project soft costs

INTEREST RATE: No interest charged except in the case of default.

LOAN TERM and AFFORDABILITY PERIOD: Twenty (20) years

2012 MAR 29 A 11:31

WHEREAS, the above-named Lender has entered into a HOME Investment Partnerships Agreement pursuant to Title II of the National Affordable Housing Act with the United States Department of Housing and Urban Development (hereafter, "HUD"), by which HUD provides funding for eligible projects; and

WHEREAS, the Lender has been designated to implement a HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program") in accordance with applicable regulations, including 24 CFR Part 92; and

WHEREAS, the Borrower has requested funding to undertake the above-described Project on the above-referenced Property; and

WHEREAS, the proposed Project is eligible for funding if carried out pursuant to HUD's regulations and guidelines; and

WHEREAS, the Owner named above is owner of the Project Property and will be responsible for implementing the Project; and

WHEREAS, one requirement of the HOME Program is that HOME Units be subject to a deed restriction, reflecting that said properties are for the purpose of providing housing for families of certain income levels; and

WHEREAS, Owner and Borrower have agreed to comply with this condition by signing and delivering this document;

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein,

The above-named Owner grants to the above-named Lender and its successors and assigns the rights stated in this document on the Project Property ("Premises"), which Property is described above and in Exhibit A attached hereto, for the purpose of ensuring retention of affordable rental housing for occupancy by low income persons and families.

1. Purpose. The purpose of this Affordable Housing Restriction is to assure that the Project units ("HOME units") will be retained as affordable housing for occupancy by low and very-low-income households. Neither Borrower nor Owner shall permit the use of a HOME unit for any purpose other than rental housing for an eligible tenant household as defined in the HOME Loan Agreement.

2. Nature and Term of Covenants. The Owner intends, declares, warrants and promises, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction, regulating and restricting the use, occupancy and transfer of the Premises:

- a. are covenants running with the land, encumbering the Premises for the Affordability Period stated on page 1 hereof and as more particularly described in the HOME Loan Agreement;
- b. are binding on the Owner's successors in title and all subsequent owners of the Premises and are not merely personal covenants of the Owner or Borrower;
- c. shall be valid and binding on Owner regardless of whether the Loan is paid in full prior to the end of the Affordability Period and
- d. shall inure to the Lender and to any present or prospective tenant of the HOME Units.

Owner acknowledges that Borrower has received assistance from the Lender in the form of a loan from the Lender under the HOME Investment Partnerships Program (the "HOME Program"), for the development of the Premises as affordable rental housing, which assistance constitutes consideration for Owner's and Borrower's making of this Agreement.

2.1. Effective Date. This Agreement shall be effective on its execution, regardless of whether it is recorded in the Burlington County Clerk's Office, as contemplated by the parties.

2.2. Term of Affordable Housing Restriction. The twenty-year term of the restrictions imposed by this Agreement shall commence the day after all of the HOME units have been leased to

qualified tenants approved by Lender. The Restrictions shall expire on the earlier of

- a. Lender's execution and recording of a document removing the restrictions or
- b. the expiration of twenty years after the effective date of the Restrictions.

2.3. On an annual basis Borrower shall report to Lender on the income of each HOME Unit occupants, and provide to Lender, if requested, supporting documents to verify income and rents charged. Owner agrees to provide Borrower such information as Borrower needs to comply with this requirement. Lender's approval of this information is a continuing requirement.

3. Notice of Covenants. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction. The covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof actually provides that such conveyance is subject to this Affordable Housing Restriction.

4. HOME Unit Standards. The HOME Units shall be used for rental housing, as described above. Each HOME Unit shall provide facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. It shall meet the housing quality standards set forth in the regulations of the HOME Investment Partnerships Program at 24 CFR Part 92, Section 92.251 or any successor thereto.

5. Discrimination Prohibited. Neither Borrower nor Owner shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the HOME Units.

Owner shall not discriminate against, or refuse to lease, rent or otherwise make a HOME Unit in the Project available to any of the following because of the status of the prospective tenant as a holder of a certificate, voucher or other document:

- a certificate of family participation under the Federal Rental Certificate Program (24 CFR Part 882);
- a rental voucher under the Federal Rental Voucher Program (24 CFR Part 887) or
- a holder of a comparable document evidencing participation in a HOME Program, tenant-based assistance program or public housing program.

5.1. Nondiscrimination Policies. Resident selection policies and criteria shall be adopted for HOME Units and submitted to Lender; Lender shall have the right of approval thereof. Said policies and criteria shall:

- a. be consistent with the purpose of providing housing for "Low Income Families" and "Very Low Income Families", as defined and required herein;

- b. be reasonably related to HOME Program eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the lease for the HOME Unit;
- c. give reasonable consideration to the housing needs of families that would have preference under 24 CFR Part 960.211 (Federal selection preferences for admission to public housing); and
- d. provide for (i) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable, and (ii) the prompt written notification to any related applicant of the grounds for any rejection.

Any changes to these policies and criteria must be approved by Lender in writing.

5.1.1. HOME Unit Marketing Plan. The Borrower and/or Owner shall provide the Lender with an affirmative marketing plan, which plan shall be subject to Lender's approval.

5.1.2. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

5.2. Prohibition on Requirements or Conditions based on Religion. Discrimination based on religious affiliation is prohibited. The Owner and Borrower covenant and agree, for themselves and their successors and assigns, that no action in connection with operation of the HOME Units shall be based on participation in or support of (whether financial or otherwise) religious activities. For purposes of this Agreement "religious activities" includes, but is not limited to, attendance of worship services or religious instruction, subscribing to any religious tenant, supporting any religious organization, or converting or attempting to convert any person to a religion or religious organization. This prohibition applies, but is not limited to, the following with respect to the HOME Units:

- Review of an application to rent;
- Termination of a tenancy;
- Computation of a rental fee amount and
- Conditioning continued tenancies or renewal of tenancies

6. Tenant Income Standards. During the term of this Affordable Housing Restriction each HOME Unit shall be leased to an adult or family for use as its principal residence. A "Family" is defined as one or more individuals occupying a unit and satisfying the standards adopted by the US Department of Housing and Urban Development ("HUD") for the so-called Section 8 Program under the United States Housing Act of 1937 and regulations promulgated at 24 CFR Part 812.

The household family income of the HOME Units shall qualify under HUD rules and regulations for the income standards specified in the HOME Loan Agreement.

A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if either is temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all income derived from assets for the 12-month period following the effective date of certification of income. "Annual Income" specifically includes and excludes certain types of income as set forth in, and shall be

determined in accordance with the regulations adopted for or applicable to the HOME Program (24 CFR Part 813.106 or any successor regulations).

6.1. **Assessment of Eligibility.** Prior to entering into a rental agreement a determination shall be made of whether a Family qualifies under the income requirements described above. Lender shall have the right of review and confirmation (approval) of said determination. No rental agreement shall be made for a HOME Unit if Lender does not approve the tenant as eligible therefor.

6.2. **Annual Eligibility Assessments.** On an annual basis a determination of whether a Family meets the income requirements set forth herein shall be made, which assessment shall be subject to the review and confirmation (approval) by Lender.

7. **Unit Size.** The HOME Unit shall be the size as described in the Project Description on the first page of this document.

8. **Initial Proposed Rents.** Rental amounts shall be in compliance with HUD regulations for the HOME Program. Prior to initial occupancy of a HOME Unit and annually thereafter, Borrower or Owner shall submit to Lender a proposed monthly rental amount and monthly allowance for utilities and services for each HOME Unit. The rental amount shall not exceed the maximum HOME Program rent limits published by HUD annually. Lender shall provide the schedules to the Borrower and Owner annually. The tenant-paid utility allowance will be the lower of those established by (a) the Burlington County Section 8 Housing Choice Voucher Program or (b) Department of Community Affairs, State of New Jersey, or shall be approved for the Project by the New Jersey Housing and Mortgage Finance Agency. Such schedule of monthly rents and utility allowances shall be subject to the approval of Lender for compliance with the requirements of this Agreement.

9. **Records and Reporting to Lender.** Project records to be maintained shall include copies of all leases of the HOME Units and all initial and annual income certifications by HOME Unit tenants. Within 60 days after the end of each calendar year of HOME Unit occupancy the Borrower or Owner shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a HOME Unit.

With respect to a Family that moves into a HOME Unit in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Family at the time of the initial occupancy of the Unit.

The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower and/or Owner shall keep such additional records and prepare and submit to Lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.

Borrower shall be responsible for maintaining records sufficient to meet the requirements of HOME Program regulations. All records and reports required herein shall be retained and made accessible/available to Lender.

10. **Increases in Rental Amounts.** Rent for a HOME Unit shall not be increased without the

Lender's prior, written approval of either (a) a specific request for a rent increase or (b) the next annual schedule of rents and allowances.

Lender shall have written notice, delivered at least 30 days prior to the date that notice is intended to be sent to the tenant, advising of a rent increase for the purpose of reviewing the proposed increase. Lender shall advise of its approval or disapproval of a proposed increase within 20 days of its receipt of the notice. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice to the tenants.

11. Prohibited Lease Provisions. No lease for a HOME Unit shall contain any of the following provisions:

- a. *Tenant agrees to be sued, to admit guilt or to a judgment in favor of the lessor in a lawsuit brought in connection with the lease.*
- b. *Tenant agrees that the lessor may take, hold, or sell personal property of tenant or tenant's household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The lessor may dispose of such personal property in accordance with New Jersey law.*
- c. *Tenant agrees not to hold the lessor or the lessor's agents legally responsible for any action or failure to act by them, whether intentional or negligent.*
- d. *Tenant agrees that the lessor may institute a lawsuit against tenant without notice to the tenant.*
- e. *Tenant agrees that the lessor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.*
- f. *Tenant agrees to waive any right to a trial by jury.*
- g. *Tenant agrees to waive his/her right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.*
- h. *Tenant agrees to pay lessor's attorney's fees or other legal costs even if the tenant wins in a court proceeding by the lessor against the tenant.*

12. HOME Unit Lease Terms and Lease Terminations. Each lease for a HOME Unit shall be for a term of not less than one (1) year, unless tenant agrees otherwise. Each lease shall require tenants to provide information required to satisfy Borrower's reporting requirements hereunder.

Borrower may not terminate a lease or refuse to renew the lease of a HOME Unit tenant except for (a) serious or repeated violations of the terms and conditions of the lease; (b) violations of applicable federal, state or local law or (c) other good cause. Any termination or refusal to renew must be preceded by not less than 90 days' prior, written notice to tenant specifying the

reason(s) for the action.

13. **Transfer or Sale of Project Property; Additional Liens.** Owner shall not sell, transfer or exchange the Project Property without the Lender's prior, written consent. In the event of any sale, transfer or change of title Lender shall be entitled to full payment of the outstanding obligation under the Promissory Note, Loan Agreement and Mortgage or compliance with such other conditions or requirements as the Lender may specify. Lender shall be given prior, written notice of Owner's Intention to sell or otherwise transfer title to the Project Property or to secure additional funding for development or operation of the Project, the repayment of which shall be secured by the Project Property.

14. **Demolition or Reduction of Project Property.** Lender's prior, written consent shall be required as a condition to the demolition of all or any part of the Project or the subdivision of the Project Property or the removal of a substantial portion of personal property of the Project. Said actions shall only be taken in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises. Lender's consent may be granted or withheld in the Lender's reasonable judgment.

15. **Destruction or Damage of Project Property.** If the Project, or any part thereof, shall be damaged or destroyed the Borrower and Owner shall use their best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction. Owner and Borrower represent, warrant and agree that the HOME Units shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

16. **Use of Project Property.** Any use of the HOME Units or activity in connection therewith that is inconsistent with the express conditions or purpose of this Affordable Housing Restriction is expressly prohibited. Each activity provided for in this Agreement shall be carried out in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Lender and its duly authorized representatives shall have the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction.

17. **Enforcement of Restrictions.** Lender shall have the right to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations including, without limitation, relief requiring restoration of the Property to its condition prior to any such violation, it being agreed that the Lender will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender.

Borrower and Owner covenant and agree to reimburse Lender all reasonable costs and expenses (including, without limitation, reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction against Borrower or Owner or in taking reasonable measures to cure any violation hereof.

18. **Notice of Restrictions.** The Lender shall have the right to record this Agreement. Failure to record it, however, shall not impair, restrict or negate its enforceability.

19. Limited Conditional Relief from Restrictions. This provision is applicable to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender (a "Holder") that is the holder of a mortgage on the Property that has priority over any mortgage held by Lender.

The restrictions on the Property imposed by this Agreement shall be released on the following:

a. Holder gives Lender not less than 60 days' prior written notice of its intention to foreclose on its mortgage or to accept a conveyance of the Property in lieu of foreclosure;

b. Holder acknowledges, recognizes and agrees not to dispute, attempt to hinder or violate any contractual or legal rights of the Lender or other public agencies, non-profit organizations, or others that may seek to pursue actions to avoid termination of the low-income affordability of the Project;

c. Holder acquires the Property by reason of foreclosure or similar remedial action under its mortgage or on conveyance of the property in lieu of foreclosure and

d. the amount owed to Lender is paid in full.

20. In the event a person having the right to do so pursues a foreclosure or other proceeding enforcing its rights under a mortgage or other instrument and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Lender in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by Lender.

On payment of the excess to the Lender, the Lender shall indemnify such holder against loss or damage because of a claim by the Borrower for said excess. Lender shall be entitled to receive prompt notice of any such claim.

To the extent the Borrower or Owner possesses any interest in any amount which would otherwise be payable to the Lender under this paragraph they hereby assign their interests in such amount to said holder for payment to the Lender.

21. No Relief from Restrictions on Certain Transfers. The rights and restrictions contained herein shall not lapse if any portion of the Project Property is acquired through foreclosure or deed in lieu of foreclosure by any of the following (each constituting a "Related Party"):

(a) Borrower or Owner;

(b) any person with a direct or indirect financial interest in Borrower or Owner;

(c) any person related to a person described in "b" by blood, adoption or marriage;

(d) any person who is or at any time was a business partner of a person described in "b"

and

(e) any entity in which any of the foregoing has a direct or indirect financial interest.

Furthermore, if all or a portion of the Property is acquired by a Related Party during the period in which this Affordable Housing Restriction would be in effect but for provisions providing for its

termination, this Affordable Housing Restriction shall not lapse and shall apply to the Property notwithstanding the applicability of any provision for termination.

22. Notices. All notices, requests or other communication between the parties hereto shall be made in writing and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the addresses reported on Page 1 or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail, postage prepaid in full, shall be deemed given three business days after mailing; a notice delivered by hand shall be deemed given upon receipt.

22.1. Copies of Notices. Borrower shall transmit a copy of any notice sent to Lender to the Burlington County Solicitor, P. O. Box 6000, Mount Holly, NJ 08060.

23. Persons Bound. This Agreement is binding on the parties hereto and their heirs, successors and assigns.

24. Lender shall have the right to assign its interest in this Affordable Housing Restriction.

25. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without the prior, written consent of the Lender.

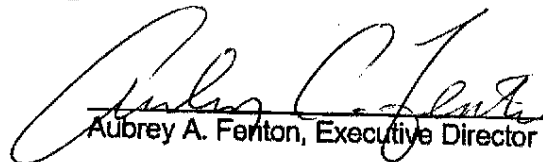
26. If any provision of this Affordable Housing Restriction shall be declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected.

27. Venue. Any legal proceedings concerning this document shall be brought in the Superior Court of New Jersey, Burlington County vicinage.

IN WITNESS WHEREOF and intending to be bound thereby, the Borrower has caused this agreement to be executed by its duly authorized agents on the dates reported.

OWNER: LIVING SPRINGS MANOR, LLC

**By: ABUNDANT LIFE
COMMUNITY DEVELOPMENT CORPORATION, INC.**


Aubrey A. Fenton, Executive Director

3/13/12
Date

BORROWER: ABUNDANT LIFE COMMUNITY DEVELOPMENT CORPORATION, INC.

By: 
Aubrey A. Fenton, Executive Director

3/13/12
Date

ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF Merces ~~BURLINGTON~~ : S.S.

I certify that on this date Aubrey A. Fenton personally came before me and acknowledged under oath, to my satisfaction, that

(a) LIVING SPRINGS MANOR, LLC (hereafter, "LSM-LLC"), a New Jersey limited liability company is named in this document as owner of the Project Property,

(b) ABUNDANT LIFE COMMUNITY DEVELOPMENT CORPORATION, INC., a New Jersey corporation (hereafter, the "Corporation"), is named in this document as Borrower;

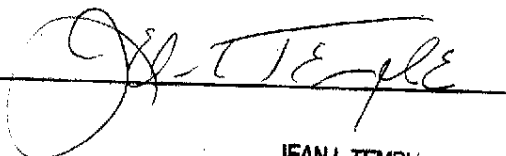
(c) the Corporation holds one hundred percent (100%) of the interest in LSM LLC;

(d) the Corporation has authorized the making and execution of this Agreement for itself, as Borrower, and as sole interest holder in LSM LLC;

(e) he is the Executive Director of the Corporation and is authorized to execute and deliver this Agreement for and on behalf of the Corporation and LSM-LLC and

(f) he signed and delivered this Agreement as the voluntary act and deed of the Corporation and LSM-LLC for the uses and purposes therein expressed.

Sworn and subscribed to before me this 13 day of March, 2012.



JEAN L. TEMPLE
A Notary Public of New Jersey
My Commission Expires July 19, 2013

\$ 280.-
26

-1-

WILMINGTON COUNTY
CLERK

2012 MAR 15 A 10: 22

RECEIVED

RECORD AND RETURN TO:

Melinda J. Sciarrotta, Paralegal
Division of Regulatory Affairs
New Jersey Housing & Mortgage
Finance Agency
637 S. Clinton Avenue
PO Box 18550
Trenton, NJ 08650-2085

1073MA01
RECORD & RETURN TO:
SURETY TITLE CORPORATION
1 E. STOW RD.
MARLTON, NJ 08053
COMMERCIAL DEPT.

Living Springs Manor, HMFA #02676, SNHTF #274

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

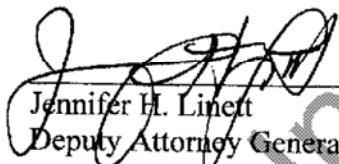
Between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

And

LIVING SPRINGS MANOR, LLC

Prepared by:


Jennifer H. Linett
Deputy Attorney General

Special Needs Housing Trust Fund
First and Fourth Mortgage Loan
Construction and Permanent Financing

RECEIVED
2012 MAR 29 A 11: 30
WILMINGTON COUNTY
CLERK

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 13th day of March, 2012, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and **LIVING SPRINGS MANOR, LLC** ("Owner" or "Borrower"), a corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

WITNESSETH

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

Section 1. Definitions and Interpretation. The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 *et seq.*, and the regulations promulgated thereunder.

"Agency Financing" means the Mortgage Loan.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time, if applicable.

"Architect's Contract" means the agreement between the Owner and Kitchen and Associates dated July 22, 2011, or any other agreement executed by the Owner and approved by the Agency, for the design and construction oversight of the Project in accordance with the plans and specifications for the Project approved by the Agency, if applicable.

"Assignment of Leases" means the Assignment of Leases by and between the Owner and Lender of even date herewith.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Contract" means the agreement between the Owner and Domus, Inc. dated August 24, 2011, or any other agreement executed by the Owner and approved by the Agency, for the construction of the Project in accordance with the plans and specifications for the Project approved by the Agency.

"Construction Period" means the period of time as required to substantially complete the construction of the Project. The Project Construction Period is estimated to be twelve (12) months from the date of execution of this Agreement, if applicable.

“Day” or “Days,” whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

“DDD” means the New Jersey Department of Human Services, Division of Developmental Disabilities, or its successors and assigns, if applicable.

“DMHS” means the New Jersey Department of Human Services, Division of Mental Health Services, or its successors or assigns, if applicable.

“Environmental Laws” shall mean and include any federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called “Superfund” or “Superlien” laws, or any other federal, State or local environmental law, ordinance, code, rule, or regulation, order or decree as any of the foregoing have been, or are hereafter amended.

“Environmental Report” means the Phase I Environmental Site Assessment prepared by Whitestone Associates dated September 29, 2009.

“Event of Default” means any of the events set forth in Section 31 of this Agreement.

“First Mortgage Note” means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the applicable portion of the Mortgage Loan.

“First Mortgage” means the first mortgage of even date herewith that constitutes a *first lien* on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the applicable portion of the Mortgage Loan.

"Fourth Mortgage Note" means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the applicable portion of the Mortgage Loan.

"Fourth Mortgage" means the fourth mortgage of even date herewith that constitutes a *fourth lien* on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the applicable portion of the Mortgage Loan.

"Hazardous Materials" shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

"HUD" means the United States Department of Housing and Urban Development.

"Improvements" means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Exhibit A attached hereto, on which the Project is located.

"Loan Documents" means and includes this Agreement, the Mortgage Notes, the Mortgage and Security Agreement the UCC-1 Financing Statement, and Assignment of Leases.

"Loan" means the Mortgage Loan.

"Low Income" means a gross annual household income equal to 50% or less of the median gross annual household income for the same size within the relevant housing region.

"Mortgages" means the mortgages of even date herewith that constitutes a *first and fourth lien* on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the Mortgage Loan.

"Mortgage Loan" means the loan made to the Owner by the Agency to finance a portion of the cost of the development and/or rehabilitation of the Project that will be located on the real property described in Exhibit A attached hereto, as evidenced by the Mortgage Notes and secured by the Mortgages.

"Mortgage Notes" or "Notes" means the interest bearing non-recourse promissory notes that contain the promise of the Owner to pay the sums of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the Mortgage Loan.

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

"Plans" means all construction, architectural and design contracts and all architectural design plans and specifications.

"Program" means the Special Needs Housing Trust Fund pursuant to the Special Needs Housing Trust Fund Act, P.L. 2005, c.163.

"Program Guidelines" means the guidelines promulgated by the Agency pursuant to the Program and any policies or procedures issued by the Agency with respect to the housing projects financed by the Agency, all of the foregoing as they may be amended from time to time.

"Project" means the improvements located on the Land that together with the Land is financed, in part, with the proceeds of the Loan.

"Project Construction Period" means the period of time required to substantially complete construction of the Project. The Project Construction Period is estimated to be twelve (12) months from the date of execution of this Agreement.

"Regulations" means the regulations promulgated or proposed by the United States Department of Housing and Urban Development.

"Rehabilitation Period" means the period of time as required to substantially complete the rehabilitation of the Project. The Project Rehabilitation Period is estimated to be twelve (12) months from the date of execution of this Agreement, if applicable.

"Repair and Replacement Reserve" means the escrow account established pursuant to Section 21 of this Agreement.

"Servicing Fee" if applicable, means the servicing fee that is due from the Owner to the

Agency as set forth in the First Mortgage Note.

"Special Needs Project Escrow" means the escrow account established pursuant to Section 21 of this Agreement.

"State" means the State of New Jersey.

"Tax Credits" means low income housing tax credits that the Project may receive pursuant to the Code.

"UCC-1" means the UCC-1 Financing Statement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Background and Purpose. The Owner proposes to acquire or owns the Land, construct, and operate a Project to be located on the Land. The Project will carry a first construction and permanent loan of \$1,215,000 at an interest rate of zero percent (0%) during the construction period and zero percent (0%) interest rate, per annum, during the permanent mortgage term of thirty (30) years. The Project will also carry a fourth construction and permanent loan of \$2,115,723 at an interest rate of zero percent (0%) interest rate, per annum, during the permanent mortgage term of thirty (30) years. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Program. The Agency will hold a first and fourth mortgage lien on the Project during the term of the Mortgage Loan. Financing for the Project is derived in part from the Agency's Program funds, and, in addition to the Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

- a) The Owner has received a commitment in the estimated amount of \$500,000 from Burlington County HOME;
- b) The Owner has received a commitment in the estimated amount of \$400,000 from the Federal Home Loan Bank
- c) The Owner has received a commitment from DDD in the amount of \$126,000 in capital funding toward seven of the units for developmentally disabled tenants.

In connection with the Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans

and specifications for the construction/rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and/or rehabilitated and placed in operation and arrangements for any tax abatement for the Project.

Section 3. Residential Rental Property. The Owner hereby represents, covenants, warrants and agrees that:

(a) The proposed project is located in the Township of Delanco in the County of Burlington, in a residential neighborhood. The project involves the new construction of a two-story, 20 unit building with an elevator. All units will contain one bedroom and will comprise approximately 600 square feet. Each unit will have a kitchen, living/dining area, one bedroom, a bathroom, and several closets for storage.

(b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.

Section 4. Low Income Tenants. The Owner hereby represents, warrants and covenants that 100% of the units shall be occupied or available for occupancy by Low Income Tenants for a period of thirty (30) years from the date hereof.

Section 5. Additional Representations, Covenants and Warranties of the Owner. The Owner represents, warrants and covenants that:

(a) The Owner (i) is a limited liability company, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Formation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loans; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

(c) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(d) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner, (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a

party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

(e) The Owner will, at the time of execution of this Agreement or at the time of the closing of the Loan and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project; have good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

(f) There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality and will proceed with due diligence to rehabilitate the Project pursuant to the Architectural Contract.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract, and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval. The Owner will continue to retain ownership of the Project and Land during the term of the Mortgage, subject to the terms of this Agreement and the other Loan Documents, the Act, Agency Regulations, the Program, the Program Guidelines, and, if applicable, the Code.

(h) The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

(i) To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

(j) The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) Except for Leases contemplated by the Project and Section 17 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the Mortgage, this Agreement, the Act and the Agency Regulations promulgated pursuant to the Act, and the Program Guidelines and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

(l) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the Mortgage, and in any event, the requirements of this Agreement and the Mortgage are paramount and controlling as to the rights and obligations herein and in the Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

(m) All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

(n) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

(o) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(p) As of the date of this Agreement, the Architectural Contract is in full force and effect and no default has occurred thereunder, and a true copy of the entire Architectural Contract with all modifications and addenda to date has been filed with the Agency.

Section 6. Covenants to Run With the Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section 5 hereof, shall pass to and be binding upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 7. Term. This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the Mortgage Note and the other Loan Documents.

Section 8. Construction or Rehabilitation of Project. The Owner covenants and agrees to comply with all the provisions of the Architectural Contract and/or Construction Contract, as applicable. The Owner covenants and agrees diligently to pursue the construction or rehabilitation of the Project to completion in accordance with the plans and specifications set forth in the Owner's application for the Loan and the Architectural Contract and as approved by the Agency.

The Owner shall not approve or allow to occur any material change in the scope of plans and specifications for the Project without the express approval of the Agency. Construction or rehabilitation shall at all times be subject to the discretionary inspection, discretionary review, regulation and approval of the Agency and its duly authorized representatives. Any such inspection, regulation, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Project are being fulfilled.

The Owner shall not knowingly do any act which would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Architectural Contract or Construction Contract, as applicable, including, without limitation, deviation from the payment schedule, waiver of any material requirements imposed on the architect or any contractor or subcontractor under the Architectural Contract or Construction Contract, as applicable, or consent to any major change in the in the scope of plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

Section 9. Funding and Conditions Precedent to Advance.

A. Funding of Construction or Rehabilitation:

Upon and subject to the terms and conditions of this Agreement, the Mortgage and Mortgage Note, the Agency agrees to advance and disburse the principal sums of \$1,215,000 and \$2,115,723 as follows:

The balance of the Principal Sums of \$1,215,000 and \$2,115,723 remaining after disbursement of acquisition costs shall be made only after the Agency has received and approved, subject to its sole discretion, all items required for closing on the Agency Document Checklist for Construction and Permanent Financing.

B. Conditions Precedent to Advance:

The Agency's obligations to make the other disbursement under the Mortgage shall be subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or part by the Agency.

1. Each of the Owner's covenants, agreements, representations and warranties contained in this Agreement shall continue to be true and shall not be breached.
2. If applicable, the full amount of the previous advance shall have been expended for Land acquisition, costs and discharge of any related lien.

3. All work performed and material furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Agency.

4. No event shall have occurred and no conditions shall exist that would prevent the advance from becoming a valid first mortgage lien on the Project and the Land or secured by a prior protected security interest on any other collateral mentioned in the Mortgage. If the Agency shall deem it necessary or desirable, all or part of the advance may be disbursed in escrow to a title insurance company licensed to do business in the State of New Jersey for the purpose of discharging any construction or other lien on the Project and Land or any other security mentioned in the Mortgage; and the Owner agrees to certify in writing that the foregoing conditions have been satisfied.

Section 10. Insurance; Condemnation.

During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as first mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Owner does not provide the Agency with the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. The Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance, protecting

the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

Section 11. Taxes or Payments in Lieu of Taxes. Unless the Owner has received a full tax exemption for the taxes on the Project at the time the Owner takes title to the Project, the Owner covenants and agrees to pay any valid municipal taxes, payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

Section 12. Liens. The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgage free and clear of all liens and security interests, except Permitted Encumbrances, those exceptions identified and set forth in title insurance commitments and title insurance commitment number #1073MA-01 issued by Stewart Title Guaranty Company dated December 2, 2011, and continued to the date of this Agreement, as accepted by the Agency. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project, which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any such lien, and the Owner shall promptly reimburse the Agency for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the Principal Sum as defined in and secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.

Section 13. Encumbrances - Sale of Project. The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the Mortgage and this Agreement.

Section 14. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

Following completion of construction or rehabilitation, the Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

Section 15. Advance Amortization Payments. The Owner shall not make any advance principal repayment except as allowed by the Program and Program Guidelines.

Section 16. Compliance with the Program, the Act, Agency's Regulations and Any Federal or State Subsidy Source. The Owner covenants and agrees to comply with the Program, the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or state grant, subsidy or loan.

Section 17. Use of Project - Leasing. Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide affordable housing units for a special needs population(s) under the Agency's Program.

Section 18. Consideration for Lease. The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

Section 19. Security Deposit The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest bearing bank account held and maintained in accordance with applicable law.

Section 20. Account for Project Revenues/Operating Account. The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

Section 21. Reserve and Escrow Payments.

On the date of the execution of this Agreement, the Owner will deposit with the Agency the following amounts as shown on the closing budget for the Project ("Form 10") which will serve as a reserve against late payments and be available to pay expenses when due or be available to assist with project expenses. These amounts will comprise the Special Needs Project Escrow:

(a) an amount equal to twelve (12) months of the estimated annual insurance payments; and

(b) an amount equal to twelve (12) months of the estimated annual tax payments; and

(c) an amount(s) as stated on the Form 10 for a project escrow.

Additionally, the Owner will deposit an amount as agreed upon between the Borrower and the Agency for the Project as a reserve for repairs and replacement of items at the Project and initial project costs, excluding social service and/or operating costs. Additionally, the repair and replacement reserve will be funded quarterly by the Borrower with an amount equal to three (3) months repair and replacement reserve as shown on the Project's Form 10. This reserve will be separate from the Special Needs Project Escrow and will be known as the Repair and Replacement Reserve.

All reserve and escrow payments required pursuant to this Section shall be held in accounts under the sole control of the Agency and shall be paid out for the benefit of the Project as needed on request of the Owner or on the Agency's own initiative. Any interest which may be earned on such reserves shall remain in the escrow account and shall be used for similar purposes unless the Owner and Agency mutually agree to apply the funds to some other Project purpose.

If the Agency determines that the payments specified herein are insufficient to ensure prompt payment of taxes, payments in lieu of taxes, insurance premiums, or to properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Agency may require an increase in the minimum required escrow amounts necessary to assure proper funding.

Section 22. Inspection of Premises. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and the Program.

Section 23. Books and Records. The Owner covenants and agrees to maintain adequate books and records of its transactions, including the social services provided to the Project's residents, with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and the Program. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

Section 24. Management Contract. The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 25. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 20 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and rental of the Project and its operation and maintenance;
2. engage in any business activity except the ownership and operation of the Project;
3. pay more than fair market value thereof for goods or services; and
4. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 26. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's regulations governing such transfers.

Section 27. Statutory Powers and Restrictions. The Mortgage shall be subject to the restrictions in the Act and the Program, and in connection therewith, the Agency shall have the powers set forth in the Act, the Program and the regulations now or hereafter promulgated pursuant to the Act and the Program and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 28. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefore by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

Section 29. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgage.

Section 30. Assignment by Agency. The Owner hereby consents to any assignment of any Loan Document by the Agency.

Section 31. Defaults. Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the Mortgage or the other Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, the Mortgage or any other Loan Document, failure by the Owner to perform or observe in a timely

fashion any action or covenant required by any of the terms of this Agreement, the Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

(c) the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11, or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 11 or in Agency insurance specifications minimum requirements, or failure to provide, immediately or no later than 30 days from notice, replacement insurance to meet Agency insurance requirements as set forth in Section 10 during the term of the Mortgage Loan;

(f) any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;

(g) any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents; and

(h) failure to complete the Project.

(i) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program.

The events set forth in the subsections (b) and (g) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Rehabilitation Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 calendar days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner, within the initial 30-day period and diligently pursued.

The failure of the Owner to comply with any of the provisions of Section 25 or 31 of this Agreement shall not be deemed an Event of Default hereunder unless such failure has not been corrected within a period of 60 calendar days, have actual or constructive knowledge of such failure or after the Agency's written notice to the owner, whichever is earlier.

Section 32. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sum of the Mortgage together with all other liabilities of the Owner under the Note to be immediately due and payable;

(b) cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;

(d) foreclose the lien of the Mortgage on the Project and Land or a portion thereof, including without limitation all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) pursuant to its rights under the Act and the Program, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

(f) take possession of the Project and Land or a portion thereof;

(g) without judicial process, collect all rents and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's

option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

(h) act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(i) take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;

(j) make effective an assignment of the Architectural Contract by the Owner to the Agency, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the Architectural Contract, and at the option of the Agency to proceed with the rehabilitation of the Project, in which event all payments by the Owner made with respect to the Architectural Contract shall be treated as disbursements on the Loan;

(k) subject to Section 40 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(l) after consultation with the Owner, sue under the Architectural Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract or payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under this Agreement or the Mortgage;

(m) if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgages or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy; and/or

(n) to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the Mortgages.

(o) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 40 of this Agreement;

Section 33. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the Mortgage.

Section 34. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for persons with developmental disabilities.

Section 35. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 36. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 37. Amendments; Notices; Waivers. This Agreement and the Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the Mortgage, the Note, or the other Loan documents thereafter.

Any provisions of this Agreement, the Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery or by confirmed facsimile, with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return

receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

Agency: Executive Director
New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue, CN 18550
Trenton, NJ 08650-2085

Owner: LIVING SPRINGS MANOR, LLC
4151 Route 130 South
Edgewater, New Jersey 08046

All notices shall be deemed given when received.

Section 38. Severability. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 39. Successors and Assigns. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 40. Personal Liability. Notwithstanding any other provision contained in this Agreement, the other loan documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner, if applicable, and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other loan documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgage and the other loan documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, if applicable and its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgage and the other loan documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgage, this Agreement and the other loan documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts and shall not apply to such amounts due to the Lender pursuant to Sections 10, 11, 12, 13, 14, and 33 of this Agreement.

Section 41. Reserved.

Section 42. Disclaimer of Warranties, Liability; Indemnification/Defense.

A. The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or

fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency including reasonable attorneys' fees and costs, may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contract entered into by the Owner, or arising out of the Owner's ownership of the Project or out of the construction, rehabilitation, operation or management of the Project.

B. It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Section 43. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 44. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 45. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 46. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

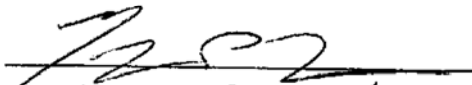
Section 47. Investment Funding

The Owner agrees to make an investment in the Project and Land in an amount which is not less than 20% of the total Project cost as determined by the Agency pursuant to the Act and the Program. In the event the principal sum set forth in the Agency Financing that is advanced to the Owner is determined by the Agency to exceed 80% of the total Project cost, the Owner shall reimburse the Agency an amount that would reduce the Agency Financing to 80% of the total Project cost.

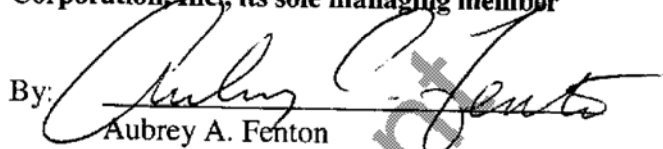
Unofficial Document

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

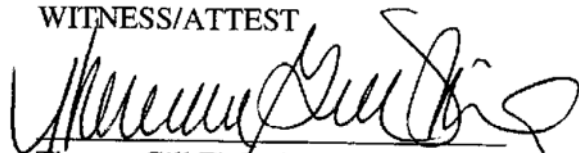
WITNESS/ATTEST


GREGORY P. DUFFY

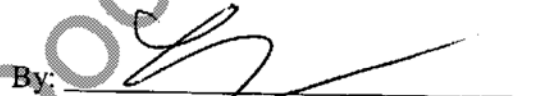
LIVING SPRINGS MANOR, LLC
By: **Abundant Life Community Development Corporation, Inc.**, its sole managing member

By: 
Aubrey A. Fenton
Executive Director

WITNESS/ATTEST


Theresa Gill Fink, Asst. Secretary

LENDER:
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: 
Leslie S. Lefkowitz
Chief of Legal and Regulatory Affairs

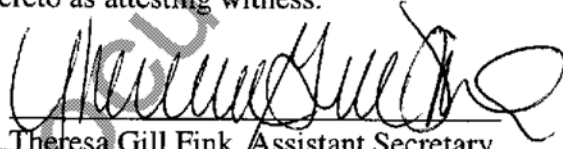
This Agreement is approved as to form:

ATTORNEY GENERAL OF NEW JERSEY

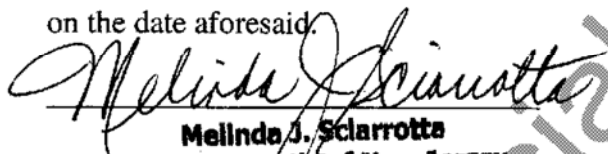
By: 
Jennier H. Linett
Deputy Attorney General

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

BE IT REMEMBERED, that on this 13th day of March, 2012, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Theresa Gill Fink, who, being by me duly sworn on her oath, acknowledges and makes proof to my satisfaction that she is an Assistant Secretary of the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY (the "Agency"), named as the Lender in the within Instrument, that Leslie S. Lefkowitz is the Chief of Regulatory Affairs of said Agency, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said Agency, that deponent well knows the corporate seal of said Agency, and that the seal and said Instrument signed and delivered by said Leslie S. Lefkowitz as and for the voluntary act and deed of said Agency, in the presence of deponent, who there upon subscribed her name thereto as attesting witness.

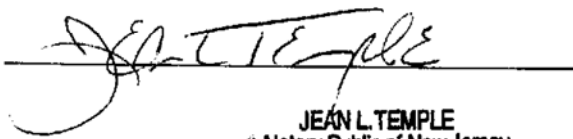

Theresa Gill Fink, Assistant Secretary

Sworn to and subscribed before me
on the date aforesaid.


Melinda J. Sclarrotta
A Notary Public of New Jersey
My Commission Expires 3/24/2014

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

I certify that on March 13, 2012, Aubrey A. Fenton personally came before me, the subscriber, and acknowledged under oath, to my satisfaction, that (a) this person is the Executive Director of Abundant Life Community Development Corporation, Inc., the sole managing member of Living Springs Manor, LLC, the Limited Liability Company named in this document; (b) this document was signed and delivered by said President and Sole Officer of the corporation as its voluntary act duly authorized by a proper resolution of its Members on behalf of the Limited Liability Company; and (c) this person signed this proof to attest to the truth of these facts.


JEAN L. TEMPLE
A Notary Public of New Jersey
My Commission Expires July 19, 2013

Schedule A

See Attached

Unofficial Document

Schedule A
Legal Description

ALL THAT CERTAIN lot, tract and parcel of land together with improvements thereon, situate, lying and being in the Township of Delanco, County of Burlington, State of New Jersey, and described according to a certain Final Subdivision Plan - Phase 1 prepared by Eustace Engineering, Willow Grove, Pennsylvania dated May 20, 2009 and last revised August 28, 2009, plan number D21880106, said plan recorded in the Office of the Recorder of Deeds for Burlington County at Mount Holly, New Jersey document number 4672851 on September 1, 2009 as follows:

BEGINNING at a point a corner to Lot 3.00 Block 2200 being on the Southeasterly line of lands of now or formerly Burlington County Board of Freeholders Lot 2 Block 2200 said point being South 45 degrees 31 minutes 08 seconds West the distance of 657.96 feet and South 53 degrees 43 minutes 08 seconds West the distance of 260.32 feet from the Southwesterly line of Creek Road (33 feet wide) a corner to lands of aforementioned Burlington County Board of Freeholders Lot 2 Block 2200 and Lot 3.00 Block 2200 and extending from said point of BEGINNING;

THENCE South 36 degrees 22 minutes 02 seconds East along Lot 3.00 Block 2200 the distance of 182.66 feet to a point;

THENCE extending South 53 degrees 37 minutes 58 seconds West along the same the distance of 250.23 feet to a point;

THENCE extending North 36 degrees 22 minutes 02 seconds West along the same the distance of 183.04 feet to a point on the aforementioned line of lands of Burlington County Board of Freeholders Lot 2 Block 2200;

THENCE extending North 53 degrees 43 minutes 08 seconds East along the aforesaid lands the distance of 250.23 feet to the first mentioned point and place of BEGINNING.

BEING premises No. 501 Parkview Drive.

Block: 2200, Lot: 3.03

BEING the same land and premises which became vested in Living Springs Manor, LLC, a New Jersey limited liability company, by deed from Abundant Life Fellowship, Inc., a New Jersey nonprofit corporation, dated 7/21/2011, recorded 7/21/2011, in the Burlington County Clerk/Register's Office in Deed Book 6777, Page 817.

APPENDIX I – CORNERSTONE AT DELANCO DEED RESTRICTION

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ08060

INSTRUMENT NUMBER:

5506712

DOCUMENT TYPE:

EASEMENT

Official Use Only

JOANNE SCHWARTZ
BURLINGTON COUNTY


RECEIPT NUMBER
8628461
RECORDED ON
December 11, 2019 2:08 PM

INSTRUMENT NUMBER
5506712

BOOK: OR13423
PAGE: 21

Document Charge Type	EASEMENT
Return Address (for recorded documents) WALTERS GROUP 21 EAST EUCLID AVE SUITE 200 HADDONFIELD NJ 08033	
No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	14
Consideration Amount	\$0.00
Recording Fee	\$173.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$173.00
Municipality	DELANCO TWP
Parcel Information	Block: 2100 Lot: 1
First Party Name	DELANCO FAMILY APARTMENTS URBAN RENEWAL
Second Party Name	NEW JERSEY HOUSING & MTG FIN AGENCY

Additional Information (Official Use Only)



5506712

Ctrl Id: 5791184 Recording Clerk: kkondash

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COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

14

BURLINGTON COUNTY
CLERK

2019 DEC -5 PM 2: 18

RECEIVED



**Burlington County
Document Summary Sheet**

TIM TYLER BURLINGTON COUNTY CLERK P.O. BOX 6000 50 RANCOCAS RD, 3rd FLOOR MOUNT HOLLY, NJ 08060-1317	Return Name and Address Joseph A. Del Duca Walters Group 21 East Euclid Avenue, Suite 200 Haddonfield, NJ 08033
---	--

Official Use Only

Submitting Company	Walters Group
Document Date (mm/dd/yyyy)	12/04/2019
Document Type	Deed of Easement and Restrictive Covenant
No. of Pages of the Original Signed Document (Including the cover sheet)	14
Consideration Amount (If applicable)	\$0.00

First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>	Address (Optional)
	Delanco Family Apartments Urban Renewal LLC	500 Barnegat Blvd.N., #100, Barnegat, NJ 08005

Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s) <i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>	Address (Optional)
	New Jersey Housing and Mortgage Finance Agency	

Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Delanco	2100	1		200 Rhawn Street
	Delanco	2100.18	48		

Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

**DO NOT REMOVE THIS PAGE.
DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.*

RECORD & RETURN TO:

Johanna Peña, Administrative Assistant III
NJ Housing and Mortgage Finance Agency
637 S. Clinton Avenue
Trenton, NJ 08611

LIHTC #1512

Prepared By: Johanna Peña

DEED OF EASEMENT AND RESTRICTIVE COVENANT
 FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of December 4, 2019 shall run with the land and is granted by **Delanco Family Apartments Urban Renewal LLC**, and its successors and assigns (the "Project Owner") whose principal address is **21 East Euclid Ave., Suite 200, Haddonfield, NJ 08033**, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **Carryover** for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed **\$1,609,028** to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The **eight** building(s) which consist of a total of **63** residential rental units, of which **63** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Delanco Family Apartments** (Cornerstone at Delanco) (the "Project"). The Project is located at **200 Rhawn Street, Delanco, NJ**, Municipal Tax Map Block No. **2100**, Lot No. **1** and Map Block No. **2100.18**, Lot No. **48** in the County of **Burlington**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
- (2) [] If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in **2019**.

- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, elected by the Project Owner is checked below.

40% at 60%

At least 40% of the residential units will be rent restricted and occupied by households whose income is 60% or less than the area median income. All tax credit-eligible units must be restricted to no more than 60% of the area median income adjusted for family size.

20% at 50%

At least 20% of the residential units will be rent restricted and occupied by households whose income is 50% or less than the area median income. All tax credit-eligible units must be restricted to no more than 50% of the area median income adjusted for family size.

Average Income

The income of each unit will be designated at 20%, 30%, 40%, 50%, 60%, 70% or 80% of area median income and will be rent restricted and occupied by households whose incomes are less the designated income limitation. The average of all income designations shall not exceed 60% of area median income. Income designations are noted below and may not be amended without written approval from NJHMFA.

- ___ units at 20% of AMI
- ___ units at 30% of AMI
- ___ units at 40% of AMI
- ___ units at 50% of AMI
- ___ units at 60% of AMI
- ___ units at 70% of AMI
- ___ units at 80% of AMI

The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

- (8) If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2015 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that 10 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 30 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.

- (9) If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs a minimum of two appropriate and accessible social services. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.
- (10) If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.
- (11) If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2015 Qualified Allocation Plan, OR participate in the Services for Independent Living (SIL) program, as appropriate and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.

- (13) If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the 2015 Qualified Allocation Plan.
- (14) If this box is checked, the Project Owner agrees to successfully participate in the NJHMFA Green Future Program; the LEED certification program; evidence of the installation of a solar photovoltaic system sized to cover at least 75% of the project's interior common area electrical expense and at least a 20-kilowatt system; the Microload program; or the Energy Star V3 program as defined in the 20_ QAP through the end of the extended use period.
- (15) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (17) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.
- (18) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (20) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.

- (21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]



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Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

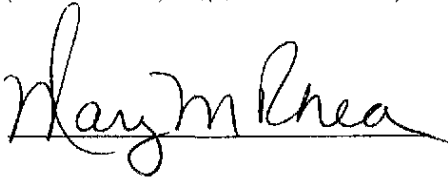
Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS

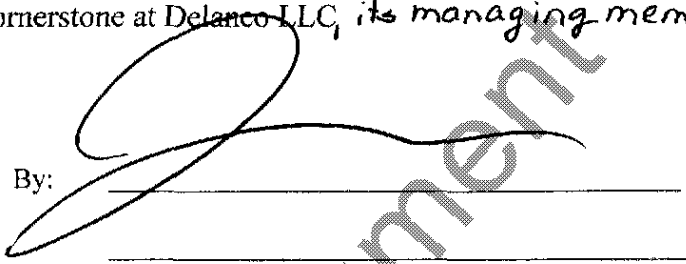
PROJECT OWNER: DELANCO FAMILY APARTMENTS
URBAN RENEWAL LLC

By: Cornerstone at Delanco LLC, its managing member

(IF INDIVIDUAL, LLC, OR PARTNERSHIP)



By: _____



Joseph Del Duca, Authorized Member

Unofficial Document

WITNESS

[Handwritten signature]

NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: *[Handwritten signature]*

Debra M. Urban
Chief of Legal and Regulatory Affairs

Date: 12/3/19

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on December 3, 2019, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Legal and Regulatory Affairs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.

[Handwritten signature]

Notary Public of the State of New Jersey

My Commission Expires on May 29, 2023

Tessa J. Young

Unofficial Document

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 45564CD-01

REVISED

ALL THAT CERTAIN TRACT OF LAND AND PREMISES LYING, BEING AND SITUATE IN DELANCO TOWNSHIP, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1:

BEGINNING AT A POINT ON THE COMMON DIVIDING LINE BETWEEN LOT 1, BLOCK 2100, LANDS NOW OR FORMERLY HOVBROS DELANCO, LLC; LOT 1.01, BLOCK 2100, LANDS NOW OR FORMERLY NEW JERSEY TRANSITS CORPORATION AND LOT 2, BLOCK 2100, LANDS NOW OR FORMERLY CONRAIL (FORMERLY P.C.T. CO. & U.N.J. R.R.) MAIN LINE – CAMDEN TO AMBOY – CLASS I AND FROM SAID POINT OF BEGINNING, RUNNING THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN LOT 1, BLOCK 2100 AND LOT 1.01, BLOCK 2100:

1. SOUTH 49 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 165.91 FEET TO A POINT, THENCE;
2. NORTH 40 DEGREES 59 MINUTES 49 SECONDS EAST, A DISTANCE OF 10.27 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN LOT 1, BLOCK 2100 AND LOT 1.02, BLOCK 2100, LANDS NOW OR FORMERLY BURLINGTON COUNTY BOARD FREEHOLDERS:

3. SOUTH 08 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 521.80 FEET TO A POINT, THENCE;
4. SOUTH 43 DEGREES 16 MINUTES 20 SECONDS WEST, A DISTANCE OF 182.77 FEET TO A POINT ON THE NORTHERLY SIDE OF RANCOCAS CREEK, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN LOT 1, BLOCK 2100 AND THE NORTHERLY SIDE OF RANCOCAS CREEK, NORTH 71 DEGREES 27 MINUTES 49 SECONDS WEST, A DISTANCE OF 389.06 FEET TO A POINT, THENCE;

THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN LOT 1, BLOCK 2100 AND LOT 2, BLOCK 2100:

6. NORTH 34 DEGREES 19 MINUTES 41 SECONDS EAST, A DISTANCE OF 141.19 FEET TO AN IRON PIN WITH CAP, ALSO BEING A POINT OF CURVATURE, THENCE;
7. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF

8544.92 FEET, AN ARC LENGTH OF 320.18 FEET, A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 49 SECONDS, A CHORD BEARING NORTH 35 DEGREES 24 MINUTES 05 SECONDS EAST, AND A CHORD DISTANCE OF 320.16 FEET TO A CONCRETE MONUMENT, ALSO BEING A POINT OF NON-TANGENCY, THENCE;

8. NORTH 53 DEGREES 31 MINUTES 30 SECONDS WEST, A DISTANCE OF 16.50 FEET TO AN IRON PIN WITH CAP, ALSO BEING A POINT OF NON-TANGENT CURVATURE, THENCE;
9. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 8561.42 FEET, AN ARC LENGTH OF 302.09 FEET, A CENTRAL ANGLE OF 02 DEGREES 01 MINUTES 18 SECONDS, A CHORD BEARING NORTH 37 DEGREES 29 MINUTES 09 SECONDS EAST, AND A CHORD DISTANCE OF 302.08 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 224,764 SQUARE FEET OR 5.160 ACRES.

TOGETHER WITH AND SUBJECT TO A 40 FEET WIDE ACCESS EASEMENT AS CONTAINED IN DEED BOOK 5822, PAGE 86; VEHICULAR, PEDESTRIAN AND TRUCK ACCESS, UTILITY ACCESS AND SIGN INSTALLATION AND TEMPORARY CONSTRUCTION EASEMENT AS CONTAINED IN DEED BOOK 5861, PAGE 341 AND UTILITY EASEMENT AS CONTAINED IN DEED BOOK 6466, PAGE 197.

TRACT 2:

BEGINNING AT A POINT ON THE COMMON DIVIDING LINE BETWEEN LOT 48, BLOCK 2100.18; LOT 1.01, BLOCK 2100, LANDS NOW OR FORMERLY NEW JERSEY TRANSITS CORPORATION AND LOT 3.05, BLOCK 2100, LANDS NOW OR FORMERLY HOVBROS COOPERTOWN ROAD, LLC, SAID POINT BEING DISTANT SOUTH 41 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 952.72 FEET FROM A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COOPERTOWN ROAD (A.K.A. C.R. 624, VARIABLE WIDTH R.O.W., 33 FEET MEASURED SOUTHWESTWARDLY FROM THE CENTERLINE THEREOF) AT ITS INTERSECTION WITH THE DIVIDING LINE BETWEEN LOT 1.01, BLOCK 2100 AND LOT 3.05, BLOCK 2100 AND FROM SAID POINT OF BEGINNING, RUNNING THENCE;

THE FOLLOWING SIX (6) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN LOT 48, BLOCK 2100.18 AND LOT 3.05, BLOCK 2100:

1. SOUTH 49 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 33.67 FEET TO A POINT, THENCE;
2. SOUTH 08 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 56.92 FEET TO A POINT, THENCE;
3. SOUTH 04 DEGREES 19 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.13 FEET TO A POINT, THENCE;

4. SOUTH 81 DEGREES 54 MINUTES 27 SECONDS EAST, A DISTANCE OF 73.46 FEET TO A POINT, THENCE;
5. SOUTH 08 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 143.66 FEET TO A POINT, THENCE;
6. NORTH 68 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 164.82 FEET TO A POINT, THENCE;
7. ALONG THE DIVIDING LINE BETWEEN LOT 48, BLOCK 2100.18 AND LOT 1.02, BLOCK 2100, LANDS NOW OR FORMERLY BURLINGTON COUNTY BOARD FREEHOLDERS, NORTH 08 DEGREES 05 MINUTES 33 SECONDS EAST, A DISTANCE OF 315.88 FEET TO A POINT, THENCE;
8. ALONG THE DIVIDING LINE BETWEEN LOT 48, BLOCK 2100.18 AND LOT 1.01, BLOCK 2100, NORTH 41 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 39.99 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 34,700 SQUARE FEET OR 0.797 ACRE.

THE ABOVE DESCRIPTIONS WERE WRITTEN BASED UPON A SURVEY PREPARED BY BLUE MARSH ASSOCIATES, INC., PROJECT NO. BMA #15-B086-105, DATED JUNE 2, 2015, LAST REVISED SEPTEMBER 20, 2017.

**APPENDIX J – OAKS INTEGRATED DEED RESTRICTIONS, DCA SURVEYS,
EDA AGREEMENTS**

THE STATE OF NEW JERSEY IS NOT OBLIGATED TO PAY, AND NEITHER THE FAITH AND CREDIT NOR TAXING POWER OF THE STATE OF NEW JERSEY IS PLEDGED TO THE PAYMENT OF, THE PRINCIPAL OR REDEMPTION PRICE, IF ANY, OF OR INTEREST ON THIS BOND. THIS BOND IS A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE REVENUES OR OTHER RECEIPTS, FUNDS OR MONEYS OF THE AUTHORITY PLEDGED UNDER THE BOND AGREEMENT FOR THE PAYMENT OF THIS BOND. THE BOND DOES NOT NOW AND SHALL NEVER CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER

\$4,391,732.50

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
REVENUE BOND
(FAMILY SERVICE - 2010 PROJECT)

DATED DATE: September 1, 2010

MATURITY DATE: September 1, 2030

The NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority"), a public body corporate and politic constituting an instrumentality of the State of New Jersey (the "State"), acknowledges itself indebted and for value received, hereby promises to pay in any coin or currency of the United States of America at which time of payment is legal tender for the payment of public and private debts, to TD Bank, N.A. (the "Purchaser") the principal sum of FOUR MILLION, THREE HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND FIFTY CENTS (\$4,391,732.50) (the "Principal Amount") as follows:

Interest on this Bond shall be charged as follows:

An interest rate equal at all times to the tax-exempt equivalent of 200 basis points in excess of the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) of the one (1) month British Bankers Association LIBOR Rate ("BBA LIBOR") in effect on the first day of each LIBOR Interest Period (as hereafter defined) as published by Bloomberg (or such other commercially available source providing quotations of BBA LIBOR as designated by The Purchaser from time to time) at approximately 11:00 A.M. (London time) 2 Business Days prior to the first day of such LIBOR Interest Period, provided however, if more than one BBA LIBOR Rate is specified, the applicable rate shall be the arithmetic mean of all such rates (the "Interest Rate"). If, for any reason, such rate is not available, the term LIBOR Rate shall mean, for the LIBOR Interest Period applicable thereto, the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1 %) determined by the Purchaser to be the average rates per annum at which deposits in dollars are offered for such LIBOR Interest Period to major banks in the London interbank market in London, England at approximately 11:00 A.M. (London time) 2 Business Days prior to the first day of such LIBOR Interest Period for a term comparable to such LIBOR Interest Period. The Interest Rate shall be computed on an actual/360 day basis (i.e., interest for each day during which the Principal Amount, or any part thereof, is outstanding shall be computed at Interest Rate divided by 360).

Notwithstanding the foregoing, LIBOR Rate loans shall be deemed to constitute Eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefits of credits for proration, exceptions or offsets that may be available from time to time to the Authority or the Purchaser. The LIBOR Rate shall be adjusted automatically on and as of the effective date of any change in the LIBOR Reserve Percentage or the LIBOR Interest Period for each LIBOR Rate loan comprising part of the same borrowing (including conversions, extensions and renewals), to a per annum interest rate determined pursuant to the following formula:

$$\text{Adjusted LIBOR Rate} = \text{LIBOR Rate} / (1 - \text{LIBOR Reserve Percentage})$$

For purposes of this calculation LIBOR Reserve Percentage is defined as, for any day, that percentage (expressed as a decimal) which is in effect from time to time under Regulation D, as such regulation may be amended from time to time or any successor regulation, as the maximum reserve requirement (including, without limitation, any basic, supplemental, emergency, special, or marginal reserves) applicable with respect to Eurocurrency liabilities as that term is defined in Regulation D (or against any other category of liabilities that includes deposits by reference to which the interest rate of LIBOR Rate loans is determined), whether or not the Purchaser has any Eurocurrency liabilities subject to such reserve requirement at that time.

(a) LIBOR Interest Period: Initially, the first (1st) LIBOR Interest Period hereunder shall be the period commencing on the date hereof and ending on (and including) the last day of the calendar month in which this Bond is dated. Thereafter, each LIBOR Interest Period shall commence on the first (1st) day of the calendar month immediately following the previous LIBOR Interest Period and shall end on (and include) the last calendar day of each such calendar month; provided however, (i) if any LIBOR Interest Period would end on a day which is not a Business Day, such LIBOR Interest Period shall be extended to the next succeeding Business Day (except that where the next succeeding Business Day falls in the next succeeding calendar month, then on the next preceding Business Day) (ii) no LIBOR Interest Period shall extend beyond the Maturity Date, and (iii) any LIBOR interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such LIBOR Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such LIBOR Interest Period.

(b) Repayment Terms: Monthly payments of principal shall be paid in the amounts, and at the times, set forth in the amortization schedule attached hereto as Schedule A as the same may be modified to reflect the terms of the Note provided by the Borrower to the Authority dated the date hereof (the "Note"). At the times the principal payments are made, payments of accrued interest shall be made at the rate set forth herein. Borrower's final payment shall be due on the Maturity Date for all principal, accrued interest and all other applicable fees and expenses if any, not yet paid.

(c) Call Option: Although the payment of the Principal Amount evidenced by this Bond has been designed as if it were to extend until the Maturity Date, the Authority, at the direction of the Purchaser, shall declare the entire unpaid principal balance under this Bond together with all interest that shall have accrued thereon to be due and payable on the ten (10) year anniversary of the date hereof (hereinafter referred to as a "Call Date"). In the event that Purchaser desires to exercise its option to declare the Loan due on or about the Call Date (or the time period specified below), it shall deliver written notice (the "Call Notice") to thereof by

certified mail return receipt requested or by a recognized overnight courier service to the Authority and the Borrower's at its last known address at any time within the one hundred eighty (180) day period beginning ninety (90) days prior to the Call Date and ending ninety (90) days after the Call Date. All outstanding principal, interest, fees and expenses under this Bond and related Loan Documents shall be due and payable in full ninety (90) days from the date of said Call Notice.

(d) Upon the occurrence of a Determination of Taxability (as defined in the Bond Agreement) and in the event the Purchaser does not elect to treat same as an Event of Default under the Bond Agreement, then, in such event from and after the date giving rise to the Determination of Taxability, the Interest Rate shall immediately adjust to a taxable rate equal to 2.50% over the Interest Rate (the "Taxable Rate") during the Interest Period.

For the purposes of this Bond, "Business Day" shall mean any day on which domestic and international transactions are carried on in the London Interbank Market and commercial banks are open for business in London, England and are neither required nor authorized to close in the State.

All monthly payments hereunder shall be applied first, to the payment of accrued interest on the Principal Amount, second, to the reduction of the Principal Amount of this Bond, and finally, the balance, if any, to the payment of any fees, costs, expenses or charges then payable hereunder, or under any other Loan Document. After an Event of Default (as defined in the Note), payments shall be applied as directed by the Purchaser.

All computations of interest shall be made on the basis of a 360 day year and the actual number of days elapsed.

The interest rate hereunder is subject to further adjustment in the event of the introduction of any change in any applicable law or the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Purchaser or other holder hereof with any request or directive (whether or not having the force of law) of such governmental authority, central bank or comparable agency, which adversely affects the tax-equivalent yield hereunder to the Purchaser or other holder.

Said sums shall be paid solely from the revenues or other moneys derived from the loan made with respect to the Project hereinafter referred to or any other revenues derived from the Project pledged therefor under the Bond Agreement hereinafter referred to. This Bond, as to principal, interest and premium, if any, when due will be payable at the office of the Purchaser at P.O. Box 605, Bellmawr, New Jersey 08031 or such other place as the Purchaser may from time to time specify in writing, in lawful currency of the United States of America, in immediately available funds, without counterclaim or setoff and free and clear of, and without any deduction or withholding for, any taxes or other payments.

This Bond is the duly authorized bond designated as the New Jersey Economic Development Authority Revenue Bond (Family Service -2010 Project) issued in the principal amount of \$4,391,732.50 (the "Bond"). This Bond has been issued under and by virtue of the New Jersey Economic Development Authority Act, constituting Chapter 80 of the Pamphlet Laws of 1974, of the State, and the acts amendatory thereof and supplemental thereto (the

"Act"); and by virtue of a resolution duly adopted by the Authority on June 8, 2010 (the "Resolution"), and this Bond is secured under a Bond Agreement dated the Dated Date by and among the Authority, the Borrower and the Purchaser, as purchaser and escrow agent, as the same from time to time has been or may be amended, modified or supplemented by supplemental agreements (being herein collectively called the "Bond Agreement"), for the purpose of financing the Project as defined in the Bond Agreement.

Reference is hereby made to the Resolution and the Bond Agreement, copies of which are on file at the office of the Purchaser for a description of the provisions, among others, with respect to the terms upon which this Bond is issued, the nature and extent of the security for this Bond, the rights, duties and obligations of the Authority, the Borrower and the Purchaser, and the modification or amendment of the Bond Agreement, to all of which the holder of this Bond hereto assents by acceptance of this Bond. Capitalized terms used herein and not defined shall be defined as set forth in the Bond Agreement.

This Bond is subject to redemption pursuant to Section 3.3 of the Bond Agreement and is subject to cancellation as provided in Section 6.8 of the Bond Agreement.

This Bond is subject to redemption, prior to maturity in whole or in part in the following manner: if the Note is prepaid, in whole or in part, or is accelerated in accordance with the Bond Agreement or the terms of the Note, then this Bond shall be redeemed in whole or in part or accelerated, and all payments of principal shall be applied to reduce the principal installments due pursuant to this Bond in inverse order of maturity. If, any prepayment penalty or premium is due on the Note, pursuant to the Bond Agreement or the terms of the Note, it shall be deemed to be a redemption premium to be paid to the Holder of this Bond.

From and after the Maturity Date and during the continuation of any Event of Default, as defined in the Bond Agreement, this Bond shall bear interest at a rate equal to three percent (3%) per annum above the otherwise applicable interest rate. If any payment of principal or interest is not received by the Purchaser within fifteen days of its due date, a late charge of five percent (5%) of such overdue amount shall be payable hereunder.

The Act provides that no member of the Authority nor any person executing bonds for the Authority shall be liable personally on this Bond by reason of the issuance thereof.

The State is not obligated to pay, and neither the faith and credit nor taxing power of the State is pledged to the payment of, the principal or redemption price, if any, of or interest on this Bond. This Bond is a special limited obligation of the Authority, payable solely out of the revenues or other receipts, funds or moneys of the Authority pledged under the Bond Agreement for the payment of this Bond and from any amounts otherwise available under the Bond Agreement for the payment of the Bond. This Bond does not now and shall never constitute a charge against the general credit of the Authority. The Authority has no taxing power.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State or the Bond Agreement to exist, to have happened or to have been performed precedent to or in the issuance of this Bond, exist, have happened and have been performed and that the issuance of this Bond is within every debt and other limit prescribed by said Constitution or statutes.

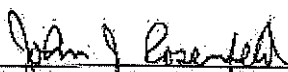
{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Director of Closing Services and its corporate seal to be affixed, imprinted or reproduced hereon and attested by the manual or facsimile signature of its Assistant Secretary.


{SEAL}

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

ATTEST:



John J. Rosenfeld
Assistant Secretary

By: 

Teri Dunlop
Director of Closing Services

SCHEDULE C

DESCRIPTION OF THE PREMISES

Property Description	County	Block	Lot	Municipality
4806 Aberdeen Dr.	Burlington	308.01	1	Twp of Mount Laurel
✓ 9 Teal Ct.	Burlington	500.02	1	Twp of Delanco
2155 Harbour Dr.	Burlington	152.29	2155	Borough of Palmyra
2161 Harbour Dr.	Burlington	152.29	2161	Borough of Palmyra
1004 Pope St	Burlington	176	3	Burlington City
2050 Harbour Dr.	Burlington	152.37	2050	Borough of Palmyra
3A E. Daisy St.	Burlington	1402	39	Mt. Laurel
TOTAL				
1004 Jardin Court	Burlington	102.15	1004	Twp of Burlington
1026 Jardin Court	Burlington	102.15	1026	Twp of Burlington
1159 Kaye Court	Burlington	102.15	1159	Twp of Burlington
29-1 Florence Tollgate	Burlington	155.29	1	Twp of Florence
38 White Birch Ct.	Burlington	19.02	38	Lumberton Twp
101 Leon Ave.	Burlington	14	7	Delran Twp
10-2 Florence Tollgate	Burlington	155.1	2	Twp of Florence
610 Pear St.	Burlington	601	17	Twp of Cinnaminson
200 W. Main St. #302	Burlington	116	1	Twp of Maple Shade
25 S. Church St. #41	Burlington	196.01	185	Twp of Maple Shade
25 S. Church St. #85	Burlington	196.01	185	Twp of Maple Shade
31-1 Florence Tollgate	Burlington	155.31	1	Twp of Florence
37-1 Florence Tollgate	Burlington	155.37	1	Twp of Florence
322 Fish Pond Rd.	Gloucester	84	3.01	Glassboro Twp
✓ 33 Turtle Ct.	Burlington	500.1	1	Delanco
107 Barclay St.	Burlington	133	32 & 33	Burlington City
232 E. Pearl St.	Burlington	115	38	Burlington City
67 Eaves Mill Rd.	Burlington	404	15.02	Medford
125 Broad St.	Burlington	22	5	Beverly
2 E. 4th St.	Burlington	176	20	Burlington City
3 Berkshire Ct.	Burlington	92	22.35	Bordentown
10 Eaves Mill Rd.	Burlington	404	15.02	Medford
2130 Harbour Dr.	Burlington	152.31	2130	Palmyra
394A Delancy Pl.	Burlington	305.01	209	Mt. Laurel
12 Lancaster Ct.	Burlington	92	22.191	Bordentown
24 Gabriel Ln.	Burlington	715	2	Willingboro
300 Park Pl.	Camden	52.01	1	Cherry Hill
37-5 Florence Tollgate	Burlington	155.37	5	Florence
2014B Ralston Dr.	Burlington	407.09	9	Mt. Laurel
27 Chicory St.	Burlington	478	57	Browns Mills
603 June Rd.	Burlington	578	9	Browns Mills

RT-08-8068

Deed

Prepared by
[Signature]
Mercurles Pappas, Esquire
701 S. Route 73
Suite 401
Marlton, NJ 08053

This Deed is made on *Dec 5 2008*

Between Jennifer Downs (referred to as the "Grantors") whose mailing address is about to be:

And Family Service of Burlington County, NJ (referred to as the "Grantees") whose address is about to be: 9 Teal Court, Delanco Township, NJ 08075. The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership.

- The Grantors grant and convey (transfers ownership of) the property described below to the Grantee.
- This Transfer is made for the sum of: \$189,000.00
- The Grantors acknowledge receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Township of Delanco, Block 500.02 Lot 1-C2809.

Property. The property consists of that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Township of Delanco, County of Burlington, State of New Jersey:

LEGAL DESCRIPTION: as follows:

Legal Description attached ✓

RECEIVED
2008 JAN -6 A 10:02
BURLINGTON COUNTY
CLERK

BEING the same land and premises that became vested in Jennifer Downs by Deed from NVR, Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes, dated October 17, 2007, recorded October 24, 2007, in the Burlington County Clerk/Register's Office in Deed Book 6529, Page 268.

BEING more commonly known and designated as 9 Teal Court, Delanco Township, NJ.

Under and Subject, nevertheless, to covenants, conditions, restrictions, reservations and easements of record.

Promises by Grantor.

The Grantors promise that the Grantors have done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantors have not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantors).

Signatures. The Grantors sign this Deed as of the date at the top of this page.

Witnessed by:

Regina M Farrell

Jennifer Downs (Seal)
Jennifer Downs

State of New Jersey

County of Burlington

} SS:

I CERTIFY that on Dec 5 2008, Jennifer Downs personally came before me and stated to my satisfaction the following:

- That he/she/they was/were the maker(s) of this Deed;
- That he/she/they executed this Deed as his/her/their own act; and
- That he/she/they made this Deed for \$189,000.00 as the full and actual consideration paid or to be paid for the transfer of Title. (Such consideration is defined in N.J.S.A. 46:15-5).

Regina M Farrell

Record and Return to:

Regional Title Agency, LLC
PO Box 557
Cherry Hill, NJ 08003
RTO 88068

REGINA M. FARRELL
Notary Public of New Jersey
My Commission Expires
July 10, 2011

LANDAMERICA NJ TITLE INSURANCE COMPANY

File Number: RT-08-8068

**SCHEDULE C
LEGAL DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Delanco, County of Burlington State of New Jersey:

BEING Building No. Y, Unit Y9, in River's Edge at Delanco Condominium, said unit being more specifically defined in the Master Deed and which unit is herewith conveyed in conformity with Section 10 of the Condominium Act of New Jersey (R.S. 46:8B-1, et seq.) its amendments, supplements and to the provisions of that certain Master Deed of River's Edge at Delanco Condominium, a condominium, and includes the fee in an undivided 0.398 percent interest in General and Limited common elements of River's Edge at Delanco Condominium, as more fully described in the Master Deed of River's Edge at Delanco Condominium, dated August 26, 2004, recorded September 1, 2004 in Deed Book 6199, Page 320, First Amendment recorded July 25, 2005 in Deed Book 6302, Page 160, Second Amendment to the Master Deed recorded September 27, 2005, in Deed Book 6319, Page 792, Third Amendment to the Master Deed recorded December 13, 2006 in Deed Book 6449, Page 856, Fourth Amendment to the Master Deed for River's Edge at Delanco recorded September 22, 2006, in Deed Book 6451, Page 923, and any of its Amendments and/or supplements.

NOTE: Being Lot(s) 1, Qualifier C2809, Block 500.02, Tax Map of the Township of Delanco, County of Burlington.

NOTE: Lot and Block shown for informational purposes only.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (12-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
 Jennifer Downs

Current Residence Address:

Street: 975 8th Street

City, Town Post Office

Hampton

State

NJ

Zip Code

08037

PROPERTY INFORMATION (Brief Property Description)

Block(s)

500.02

1-C2809

Lot(s)

Qualifier

Street Address:

9 Teal Court

City, Town Post Office

Township of Delanco

State

NJ

Zip Code

08075

Seller's Percentage of Ownership

100%

Consideration

\$189,000.00

Closing Date

December 5, 2008

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. § 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make and estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal Income Tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION.) If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale. (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

12/5/08

Date

Jennifer Downs

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

0006618PG004

RECORDING DATA PAGE

Consideration : \$189,000.00
Code : S
Transfer Fee : \$861.30
Recording Date: 01/06/2009
Document No : 4607807 lbozarth

REGIONAL TITLE AGENCY
PO BOX 557
CHERRY HILL, NJ 08003

Receipt No : 806400
Document No : 4607807
Document Type : DEED
Recording Date: 01/06/2009
Login Id : lbozarth

Recorded
Jan 06 2009 01:23pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB06618PG005

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Delanco County: Burlington
 Sponsor: Oaks Integrated Care Developer: _____
 Block: 500.02 Lot: 1 C2809 Street Address: 9 Teal Ct.
 Facility Name: _____

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> • Licensed Group Home • Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) • Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) ✓ Permanent supportive housing • Supportive shared housing • Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ <u>189,000</u></p> <p><input checked="" type="checkbox"/> Other – Please specify: Financed via NJEDA Bond.</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>1</u>, including:</p> <p># of very low-income units <u>1</u></p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>09/01/2010</u></p> <p>Expiration Date of Controls: <u>09/01/2030</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p>CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <u>X</u> No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____ ; Length of commitment: _____</p> <p>Is the subsidy renewable? <u>X</u> Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <u>X</u> Yes ___ No</p> <p>Population Served (describe): <u>Supportive housing for low-income adults</u></p> <p>Age-restricted? ___ Yes <u>X</u> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	



Section 10: Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  8/28/2024
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

NOTE

NOTE

Date of Note: February 26, 2013
Principal Amount: \$3,020,000.00
Maturity Date: February 25, 2033
Interest Rate: 3.285% percent per annum

FOR VALUE RECEIVED, Dakota Properties, Inc. (the "Borrower"), having an address as indicated below, HEREBY PROMISES TO PAY to the order of the New Jersey Economic Development Authority (the "Authority"), at the offices of TD Bank, N.A. (hereinafter, together with its successors and assigns, referred to as the "Purchaser"), 1701 Route 70 East, Cherry Hill, New Jersey 08034, or at such other place as the holder hereof may from time to time designate in writing, in immediately available federal funds, the Principal Amount, together with interest on the outstanding Principal Amount from time to time at the Interest Rate set forth above.

The Borrower will make equal and consecutive monthly payments of principal and interest in the sum of Seventeen Thousand Two Hundred Fifty Six Dollars and Fifty Nine Cents (\$17,256.59) beginning with the payment due on April 1, 2013, and on the same day of each and every month thereafter. If not sooner paid, the entire balance of principal and interest is due and payable in full on the Maturity Date.

Borrower hereby authorizes the Purchaser, as assignee of the Authority (hereinafter, together with its successors and assigns, referred to as the "Purchaser") to charge its checking account at TD Bank, N.A. (or such other account maintained by Borrower at TD Bank, N.A. as Borrower shall designate by written notice to Purchaser) (the "Deposit Account") to satisfy the monthly payments of principal and/or interest due and payable to Purchaser hereunder on the first (1st) day of each month (each, a "Charge Date") and Purchaser is hereby authorized to charge the Deposit Account on each Charge Date or, if any Charge Date shall fall on a Saturday, Sunday or legal holiday, then on the first (1st) Business Day immediately preceding any such Charge Date until the Note shall be paid in full.

Borrower agrees to maintain sufficient funds in the Deposit Account to satisfy the payment due Purchaser under this Note on each Charge Date during the term of the Loan. If sufficient funds are not available in the Deposit Account on any Charge Date to pay the amounts then due and payable under this Note, Purchaser, in its sole discretion, is authorized to: (a) charge the Deposit Account for such lesser amount as shall then be available; and/or (b) charge the Deposit Account on such later date or dates that funds shall be available in the Deposit Account to satisfy the payment then due (or balance of such payment then due). Notwithstanding the foregoing, Borrower shall only be entitled to receive credit in respect of any payments of principal and interest due under the Note for funds actually received by Purchaser as a result of any such charges to the Deposit Account. Borrower shall be liable to Purchaser for any late fees or interest at the Default Rate on any payments not made on a timely basis by Borrower because of insufficient funds in the Deposit Account on any Charge Date. In the event the Deposit Account continues to contain insufficient funds to fully satisfy the payments due

Purchaser under the Note, Borrower shall be responsible for making all such payments from another source and in no event shall the obligations of Borrower under the Note be affected or diminished as a result of any shortages in the Deposit Account, it being understood and agreed that Borrower shall at all times remain liable for payment in full of all indebtedness under the Note.

Purchaser may, at Purchaser's sole discretion, discontinue charging the Deposit Account at any time on not less than (10) days' written notice to the Borrower, in which event, Borrower shall thereafter be responsible for making all payments hereunder to Purchaser at the address set forth in Purchaser's notice or if no such address is given, then to Purchaser at P.O. Box 605, Bellmawr, New Jersey 08031.

Borrower shall pay a late payment charge of six cents (\$.06) for each dollar (\$1.00) of each payment that is made more than fifteen (15) days after the due date thereof which charge shall be due and payable with each such late payment.

This Note is secured by, and the parties hereto are entitled to the benefits and security of, those certain Mortgage and Security Agreements (the "Mortgages"), dated the date hereof, from Borrower, and from Twin Oaks Community Services, Inc., an affiliate of Borrower, as mortgagor, to Purchaser, as mortgagee, encumbering, among other things, certain real property and improvements described in the Mortgages all of the covenants, conditions and agreements of the Mortgages being made a part of this Note by this reference.

Except as may be otherwise provided in the Mortgages, all monthly payments received by Purchaser hereunder shall be applied first, to the payment of accrued interest on the Principal Amount, second, to the reduction of the Principal Amount of this Note, and finally, the balance, if any, to the payment of any fees, costs, expenses or charges then payable by Borrower to Purchaser hereunder, under the Mortgage or under any other document executed and delivered by Borrower in connection with the loan evidenced by this Note.

Although the repayment of the loan evidenced by this instrument has been designed as if it were to extend for a term of twenty (20) years, Borrower understands that The Purchaser expressly reserves the right and option, exercisable at its discretion, to declare the entire unpaid principal balance under this Note together with all interest which shall have accrued thereon to be due and payable on the tenth (10th) anniversary of the date of this Note ("Loan Call Date"). In the event The Purchaser desires to exercise its option to declare the loan due, it shall deliver written notice thereof by certified mail return receipt requested to Borrower's address as set forth herein within the 180 day period commencing on the 90th day prior to and ending on the 90th day after the Loan Call Date. Borrower shall, within 90 days after the date of written notice by The Purchaser of its exercise of the option, repay the entire principal balance due under this Note together with all unpaid interest which shall have accrued thereon as well as any other sums which may then be due owing under this Note, the Mortgage or other Loan Documents.

This Note may be prepaid, at the option of the Borrower, in whole or in part at any time upon thirty (30) days prior written notice to the Purchaser. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Purchaser, pay a "fixed rate prepayment charge" equal to the greater of (i) 2% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Purchaser upon prepayment of the principal of this Note plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due.

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period. "Stated Interest Rate" as used herein means the rate at which interest is accruing on the outstanding principal balance of this Note at the time of the calculation. There shall be no charge if such payment is made from funds obtained through internally generated cash flow, or the sale of the collateral property, or the refinancing of this loan through the Purchaser. Notwithstanding the foregoing, no such optional redemption shall occur unless there shall be available in the Debt Service Fund sufficient moneys available to pay all amounts due with respect to such a redemption.

Notwithstanding the foregoing, the prepayment charge shall not apply in the event that (a) such prepayment is made from funds obtained through internally generated cash flow, or the sale of the Mortgaged Property or the property pledged in the Twin Oaks Mortgages, or the refinancing of this Loan through the Purchaser, or (b) the prepayment date is March 1, 2023.

This Note is subject to mandatory prepayment, at the direction of the Purchaser, prior to maturity, in whole at any time, or in part on any Debt Service Payment Date, on a *pro rata* basis to the extent proceeds of insurance or condemnation awards are received with respect to the Premises or any Mortgaged Property and are applied for this purpose pursuant to Section 5.15 of the Bond Agreement at a prepayment price equal to 100% of the principal amount to be prepaid, plus interest accrued to the prepayment date.

Upon the occurrence of a Determination of Taxability (as defined in the Bond Agreement) and in the event the Purchaser does not elect to treat same as an Event of Default under the Bond Agreement, then, in such event from and after the date giving rise to the Determination of Taxability, the Interest Rate shall immediately adjust to a taxable rate equal to 4.38% over the Interest Rate (the "Taxable Rate") during the Interest Period.

The interest rate hereunder is subject to further adjustment in the event of the introduction of any change in any applicable law or the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Purchaser or other holder hereof with any request or directive (whether or not having the force of law) of such governmental authority, central bank or comparable agency, which adversely affects the tax-equivalent yield hereunder to the Purchaser or other holder.

Borrower agrees that if it fails to timely make any payment due under this Note or upon the happening of any "Event of Default" under the Mortgage, (as defined in the Mortgage), the outstanding Principal Amount, together with accrued interest and all other expenses, including,

reasonable attorneys' fees, shall immediately become due and payable at the option of the holder of this Note, notwithstanding the Maturity Date. For purposes hereof, attorneys' fees shall include, without limitation, fees and disbursements for legal services incurred by the holder hereof in collecting or enforcing payment hereof whether or not suit is brought, and if suit is brought, then through all appellate actions. From and after any "Event of Default" under the Mortgage, the interest rate of this Note shall be the "Default Rate" (as defined in the Mortgage).

In no event shall the total of all charges payable under this Note, the Mortgage and any other documents executed and delivered in connection herewith and therewith that are or could be held to be in the nature of interest exceed the maximum rate permitted to be charged by applicable law. Should Purchaser receive any payment that is or would be in excess of that permitted to be charged under any such applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall thereupon be applied to reduce the principal balance outstanding on this Note.

Borrower waives demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

Any notice, demand or request relating to any matter set forth in this Note shall be given in the manner provided for in the Mortgage.

Time is of the essence as to all dates set forth herein; provided, however, that whenever any payment to be made under this Note shall be stated to be due on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computations of payment of interest.

This Note may not be waived, changed, modified, terminated or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, termination or discharge is sought.

This Note has been executed pursuant to and in connection with that certain bond agreement (the "Bond Agreement") dated as of February 1, 2013 executed by and among the Authority, the Borrower and the Purchaser and is subject to all the terms and provisions of said Bond Agreement. All capitalized terms used in this Note and not defined herein shall have the meaning given such terms in the Bond Agreement.

Borrower shall indemnify Purchaser, and hold Purchaser harmless from any loss, damages, liability, or expense which Purchaser may sustain or incur as a consequence of the making of a prepayment, whether by voluntary prepayment, acceleration or otherwise, on a day which is not the last day of a LIBOR Interest Period with respect thereto. With respect to such prepayment, such indemnification shall equal the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid for the period from the date of such prepayment at the applicable rate of interest provided for herein over (ii) the amount of interest (as reasonably determined by Purchaser) which would have accrued to Purchaser on such amount by placing such amount on deposit for a comparable period with leading banks in the London interbank Eurodollar market. This covenant shall survive the termination of this Note, and the payment of the entire outstanding Principal Amount, all other unpaid indebtedness secured by the Mortgage.

BORROWER, AND BY ITS ACCEPTANCE HEREOF, PURCHASER, EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY

JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND PURCHASER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER AND PURCHASER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

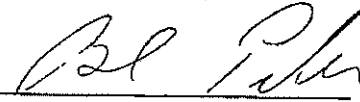
BORROWER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF PURCHASER ON THIS NOTE, ANY AND EVERY RIGHT BORROWER MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) INTERPOSE ANY COUNTERCLAIM THEREIN (OTHER THAN COMPULSORY COUNTERCLAIMS), AND (III) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT BORROWER FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST PURCHASER WITH RESPECT TO ANY ASSERTED CLAIM.

This Note and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State (without giving effect to the State's principles of conflicts of law). Borrower hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court in the State sitting in the County where the mortgage property is located, over any suit, action or proceeding arising out of or relating to this Note, and Borrower hereby agrees and consents that, in addition to any methods of service or process provided for under applicable law, all service of process in any such suit, action or proceeding in any state or federal court in the State sitting in the County where the mortgage property is located, may be made by certified or registered mail, return receipt requested, directed to the Borrower at the address indicated below, and service so made shall be complete five (5) days after the same shall have been so mailed.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note on the Date of Note.

DAKOTA PROPERTIES, INC.

By: 
Bob Pekar
Chief Executive Officer

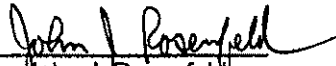
[SIGNATURE PAGE TO PROMISSORY NOTE - DAKOTA PROPERTIES, INC.]

ENDORSEMENT

Pay to the order of TD Bank, N.A., as Purchaser under the Bond Agreement among the Authority, the Borrower and the Purchaser, without recourse. This endorsement is given and made without any warranty as to the authority and genuineness of the signature of the maker of the foregoing Note. Pay to the order of Fulton Bank of New Jersey, as Purchaser under the Bond Agreement between the Authority, the Borrower and the Purchaser, without recourse. This endorsement is given and made without any warranty as to the authority and genuineness of the signature of the maker of the foregoing Note.

Dated as of the date first above written.

NEW JERSEY ECONOMIC DEVELOPMENT
AUTHORITY

By: 
John J. Rosenfeld
Director of Bonds and Incentives

TD BANK, N.A. ("BANK")

**TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED
OCTOBER 4, 2012 ("LOAN")**

1. Loan.

- a) Borrower(s): Dakota Properties, Inc.
- b) Guarantor(s): Twin Oaks Community Services, Inc.
- c) Credit Amount: \$3,020,000
- d) Type of Credit: Non-Bank Qualified NJEDA Loan
- e) Term: At the Borrower's Option:
For Swap option only:

- 1) 60 monthly Principal and Interest payments of approximately \$16,312 based on the indicative fixed rate equivalent of 2.67% as of October 4, 2012, based on a 20 year amortization with a call option at the five (5) year anniversary.
- 2) 120 monthly Principal and Interest payments of approximately \$17,264, based on the indicative fixed rate equivalent of 3.29% as of October 4, 2012, based on a 20 year amortization with a call option at the ten (10) year anniversary.

A hedging instrument ("Swap") is available through the Bank to synthetically convert the floating rate to an indicative fixed rate. The Swap rate is indicative and will not be fixed until the Swap transaction is executed. Termination of the Swap prior to maturity will be settled at the market value of the Swap, and may result in a payment from or a payment to the Borrower, to be determined at the time of termination.

For conventional fixed rate pricing only:

- 1) 59 monthly principal and interest payments of approximately \$16,012 based on a non-bank qualified tax exempt rate of 2.47% as of October 4, 2012 based on a twenty (20) year amortization, followed by one (1) final payment of all principal and interest due and owing at the time with a call option at the five (5) year anniversary.

2) 119 monthly principal and interest payments of approximately \$17,125 based on a non-bank qualified tax exempt rate of 3.20% as of October 4, 2012 based on a twenty (20) year amortization, followed by one (1) final payment of all principal and interest due and owing at the time with a call option at the ten (10) year anniversary.

f) Call Option: Upon notice to the Borrower, the Bank may call the Loan on the 5th Year or 10th Year anniversary date of the closing of the Loan and on the same day of every 5th year thereafter, depending on the option chosen.

g) Purpose of Loan: To refinance \$3,020,000 in existing mortgage debt currently with Beneficial Bank on nineteen (19) properties.

h) Interest Rate:

I. SWAP OPTION ONLY:

A variable rate of interest based on thirty (30) day LIBOR (currently .22% on October 4, 2012) plus 225 basis points hedged via an interest rate swap available through TD Bank, N.A. The fixed rate equivalent as of October 4, 2012 is as follows:

Option 1: 3.67% non-bank qualified tax exempt rate (taxable equivalent: 1 month LIBOR plus 225 basis points)

Option 2: 3.29% non-bank qualified tax exempt rate (taxable equivalent: 1-month LIBOR plus 225 basis points)

A hedging instrument is available through TD Bank to cover floating rate to an indicative fixed rate to be determined at closing for a period of up to five (5) years or ten (10) years depending on the option chosen.

(Note, the Swap rate will expire at the fifth (5) year anniversary or the tenth (10) year anniversary, depending on the option chosen, at which time the Borrower may negotiate a new swap to create a fixed rate, if requested).

II. CONVENTIONAL OPTION ONLY:

Pricing fixed at closing to reflect the current TD Bank Cost of Funds plus 200 basis points.

Option 1: TD Bank Cost of Funds plus 200 Basis Points for Non-Bank Qualified Rate of 2.47% as of October 4, 2012

Option 2: TD Bank Cost of Funds plus 200 Basis Points for Non-Bank Qualified Rate of 3.20% as of October 4, 2012.

- i) Default Rate of Interest: The "default rate of interest" shall be four (4) percentage points in excess of the rate of interest charged prior to the occurrence of the event of default.
- j) Late Charges: If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.
- k) Prepayment Premium: For Convention Option with Fixed Rate:

The Loan may be prepaid in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 2% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Note plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = (Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in

the Remaining Term/360 days] + any accrued interest due

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period.

"Stated Interest Rate" as used herein means the rate at which interest is accruing on the outstanding principal balance of this Note at the time of the calculation.

There shall be no charge if such payment is made from funds obtained through internally generated cash flow, or the sale of the collateral property, or the refinancing of this loan through the Bank.

2. Fees and Expenses.

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan.

Additionally, Borrower shall pay the following fees:
\$7,500 Loan Fee payable by Borrower to the Bank

3. Collateral. The following shall be given as collateral to secure the performance and payment of all obligations respecting the Credit Accommodations:

1) First mortgage liens on existing residential properties plus any properties to be purchased owned by Dakota Properties, Inc.:

1. 19 Shad Ct, Delanco, NJ
2. 2606A Auburn Ct, Mt Laurel, NJ
3. 228 Phillips Ave, Pemberton, NJ
4. 107 Press Ave, Pemberton, NJ
5. 127 Almond Ave, Brown Mills, NJ
6. 107A Kelly Cove, Mt Laurel, NJ
7. 1305A Ralston Dr, Mt Laurel, NJ
8. 475 Fish Pond Rd, Glassboro, NJ
9. 18 Hanover Ln, Willingboro, NJ
10. 2718A Sussex Ct, Mt Laurel, NJ
11. 239 Chestnut Ave, Marlton, NJ
12. 37 W Azalea Ln, Mt Laurel, NJ
13. 147 Martin's Way, Mt Laurel, NJ
14. 450 Fish Pond Rd, Glassboro, NJ
15. 1461 Perkins Ln, Edgewater Park, NJ
16. 40 Turner Ln, Willingboro, NJ

17. 312-314 Wissahickon Ave, Ventnor City, NJ
18. 23 W Gloucester Pike, Barrington, NJ
19. 3 Ridge Rd, Southampton, NJ

2) Second mortgage liens on existing residential properties plus any properties to be purchased owned by Twin Oaks Community Services, Inc.:

1. 513 Garnet Dr, Burlington, NJ
2. 1409 Kenny's Cove, Burlington, NJ
3. 314 Garnet Dr, #301, Burlington, NJ
4. 701 Garnet Dr, Burlington, NJ
5. 200 W Main St, Maple Shade, NJ
6. 79 River Bank Dr, Rosbling, NJ
7. 43 Villa Ave, Moorestown, NJ
8. 1241 Liberte Ct, Burlington, NJ
9. 45 Eraser Rd, Moorestown, NJ
10. 202 Orider Rd, Moorestown, NJ
11. 61 Eraser Rd, Moorestown, NJ
12. 205 W Branch Ave, Pine Hill, NJ

3) Assignment of all present and future rents and leases

The facility will be secured by first mortgage liens and assignments of rents and leases on 19 various supportive housing properties and a second lien on the 12 properties, noted above, with a global LTV contingency of 75% for all properties securing each loan.

4. Insurance.

Receipt by the Bank of a prepaid fire and extended coverage insurance policy insuring the buildings, improvements, furnishings, fixtures, inventory, machinery and equipment constituting the Real Property in an amount satisfactory to Bank naming the Bank as First Mortgagee/Lender Loss Payee requiring a 30 day notice to Bank of cancellation or amendment. Receipt by the Bank of certificates of insurance in favor of Bank evidencing that comprehensive general public liability insurance protecting the Borrower are in full force and effect. All insurance shall be satisfactory to Bank as to amount, form, issuer and notice. Bank shall have the right to require additional types and amounts of coverage, including without limitation flood insurance if it is determined that the Real Property is in a special flood hazard area as defined by the Federal Emergency Management Agency.

All policies should list the Mortgagee, Lender Loss Payee, or Additional Insured, as applicable, as:

TD Bank, N.A., and/or its successors and assigns, as their interests may appear, 2059 Springdale Road, Cherry Hill, NJ 08003, Attn: Collateral Department, Insurance Section Mail Code NJ6-001-158

5. Legal Opinions. Prior to closing, there shall be delivered to the Bank an opinion of Borrower's counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) Borrower and the guarantors, if any

are duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower and the guarantors, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan documents create perfected liens and security interests in the real or personal property collateral; and (5) the uses of the Commercial Property as currently used and as contemplated are permitted by the applicable zoning and state and local regulations governing the Commercial Property.

6. Financial Reporting.

a) Borrower(s) shall furnish the following financial reports:

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annually	150 days after end of fiscal year.
Company Prepared Financial Statements	Quarterly	30 days after quarter end.

In addition, Borrower and Guarantor shall furnish to the Bank such other reports as shall be required in the loan documents.

7. Financial Covenants:

The Borrower and Commercial Guarantor will be required to meet a Minimum Debt Service Coverage Ratio -- Post Distributions, as defined by TD Bank, of 1.2 to 1.0, tested annually at the fiscal year end date.

Defined as Net Income after Tax + depreciation + depletion + amortization + interest expense - dividends plus or minus non recurring items divided by required annual principal and interest payments. Non recurring items will include other income or expenses that are not part of the normal ongoing operations of the company, as determined by TD Bank.

9. Other Conditions:

The conditions set forth on the real estate rider attached hereto and incorporated herein by reference.

UCC-1 Searches: Receipt by the Bank of state and county UCC-1 searches in all jurisdictions which Bank deems appropriate, performed by a company designated by the Bank, the cost of which is to be borne by the Borrower, evidencing that the UCC-1 Financing Statements executed and delivered in accordance with this Commitment will be in a First Lien Position.

Entity Status Searches: Bank shall be in receipt of entity status searches for Dakota Properties, Inc. and Twin Oaks Community Services, Inc. The information shall be obtained by a company designated by the Bank, the cost of which is to be borne by the Borrower, and shall provide formation information as well as evidence that the entity is in good standing in the state of its formation.

Bank shall be in receipt of the Articles of Incorporation and By-Laws of Dakota Properties, Inc. and Twin Oaks Community Services, Inc.

ADDITIONAL CONDITIONS:

1. Subject to NIEDA Approval.
2. Title insurance on subject property with an applicable swap rider.
3. Bank shall be in receipt of the Articles of Incorporation and By-Laws of Borrower and guarantor.
4. All debt to Borrower and any affiliated entities shall be cross-defaulted, cross-guaranteed, and cross-collateralized.
5. Any shareholder or affiliated entity debt owed now, or hereafter incurred, will be subordinated to all TD Bank debt.
6. The Borrower shall not allow any junior liens to the Bank without prior approval.
7. The Borrower shall maintain its operating accounts at TD Bank.
8. Borrower shall pay all expenses incurred by Bank in connection with the transaction, including without limitation, attorney fees, appraisal fees, examination fees, filing fees and all other out of pocket expenses. Borrower will reimburse Bank for all these expenses whether or not closing occurs with respect to the proposed facility.
9. Loan Payments are to be automatically debited from a TD Bank Account to be named.
10. Any and all information as requested by TD Bank.

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Delanco County: Burlington
 Sponsor: Dakota Properties, Inc. Developer: _____
 Block: 500.02 Lot: 1 C1519 Street Address: 19 Shad Court
 Facility Name: _____

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> • Licensed Group Home • Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) • Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) ✓ Permanent supportive housing • Supportive shared housing • Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ <u>170,000</u></p> <p>X Other – Please specify: Financed via NJEDA Bond.</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>1</u>, including:</p> <p># of very low-income units <u>1</u></p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>02/26/2013</u></p> <p>Expiration Date of Controls: <u>02/25/2033</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p>CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <u>X</u> No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____ ; Length of commitment: _____</p> <p>Is the subsidy renewable? <u>X</u> Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <u>X</u> Yes ___ No</p> <p>Population Served (describe): <u>Supportive housing for low-income adults</u></p> <p>Age-restricted? ___ Yes <u>X</u> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

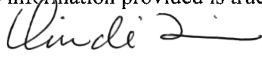


Section 10: Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

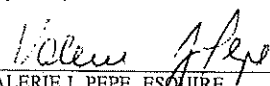
I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  8/20/2024
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

RT-09-8308

DEED

Prepared by:  VALERIE J. PEPE, ESQUIRE
--

This Deed is MADE ON: May 11, 2009, File #:

BETWEEN Michael Sadeghian, whose address is 33 Turtle Court, Delanco, New Jersey 08075 referred to as Grantor,

AND ^{Rm} Family Service of Burlington County, whose address is 770 Woodlane Road, Westampton, New Jersey 08060 referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND 00/100 (\$185,000.00). The Grantor acknowledges receipt of this money.

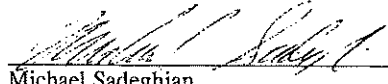
Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the Township of Delanco
Block No. 500.01 Lot No. 1 Account No.

Property. The property consists of the land and premises and all the buildings and structures on the land in the Township of Delanco, County of Burlington, and State of New Jersey. The legal description is:

BEING MORE PARTICULARLY DESCRIBED IN ATTACHED SCHEDULE "A".
BEING the same land and premises which became vested in Michael Sadeghian, single man, by Deed from NVR, Inc., dated November 30, 2005, recorded December 23, 2005 in the Burlington County Clerk's/Register's Office in Deed Book 6348, Page 725.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signed this Deed as of the date at the top of the first page.


Michael Sadeghian

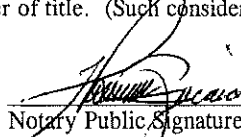
STATE OF *New Jersey*

COUNTY OF *Summit* :

I CERTIFY that on *MAY 11* , 2009

Michael Sadeghian, personally came before me and acknowledged under oath, to my satisfaction, that this person (or each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as their own act and deed; and
- (c) made this Deed for \$185,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


Notary Public Signature

THOMAS JOSEPH PIECARA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 15, 2013

RVR
Regional Title Agency, LLC
PO Box 557
Cherry Hill, NJ 08003
RJ09-8308



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (12-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
 Michael Sadeghian
 Current Resident Address:
 Street: 33 Turtle Court
 City, Town, Post Office State Zip Code
 Delanco NJ 08075

PROPERTY INFORMATION (Brief Property Description)

Block(s) Lot(s) Qualifier
 500.01 1
 Street Address:
 33 Turtle Court
 City, Town, Post Office State Zip Code
 Delanco NJ 08075
 Seller's Percentage of Ownership Consideration Closing Date
 100% \$185,000.00 5/13/09

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
 No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

5-11-09 Date Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact
 Date Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

DB 06639 PG 8 | 3

LAWYERS TITLE INSURANCE CORPORATION

File Number: RT-09-8308

SCHEDULE A
LEGAL DESCRIPTION.

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Delanco, County of Burlington State of New Jersey;

Being Unit E33, Building No E/600 in River's Edge at Delanco Condominium, said unit being more specially defined in the Master Deed and which unit is herewith conveyed in conformity with Section 10 of the Condominium Act of New Jersey aforesaid and includes the fee in an undivided 0.71 percent interest in the General and Limited common elements of River's Edge at Delanco Condominium, as more fully described in the Master Deed of River's Edge at Delanco Condominium, dated 8/26/2004, recorded 9/1/2004 in Deed Book 6199, page 320, and any of its Amendments and/or supplements.

NOTE: Being Lot(s) 1, Block 500.01, Tax Map of the Township of Delanco, County of Burlington.

NOTE: Lot and Block shown for informational purposes only.

DB06639PG814

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Delanco County: Burlington
 Sponsor: Oaks Integrated Care Developer: _____
 Block: 500.01 Lot: 1 C633A Street Address: 33 Turtle Ct.
 Facility Name: _____

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> • Licensed Group Home • Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) • Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) ✓ Permanent supportive housing • Supportive shared housing • Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ <u>185,000</u></p> <p>X Other – Please specify: Financed via NJEDA Bond.</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>1</u>, including:</p> <p># of very low-income units <u>1</u></p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>09/01/2010</u></p> <p>Expiration Date of Controls: <u>9/01/2030</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p>CO Date: _____</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <u>X</u> No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____ ; Length of commitment: _____</p> <p>Is the subsidy renewable? <u>X</u> Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <u>X</u> Yes ___ No</p> <p>Population Served (describe): <u>Supportive housing for low-income adults</u></p> <p>Age-restricted? ___ Yes <u>X</u> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	



Section 10: Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: *Linda Shi* 8/28/2024
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

APPENDIX K – FOURTH ROUND SPENDING PLAN

**SPENDING PLAN
FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN
TOWNSHIP OF DELANCO**

INTRODUCTION

Delanco Township has prepared a Fourth Round Housing Element and Fair Share Plan (HEFSP) that addresses its regional fair share of affordable housing obligations in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) as amended by P.L. 2024, c.2, and the remaining valid regulations of the Council on Affordable Housing (COAH) found at N.J.A.C. 5:93-1 and N.J.A.C. 5:97-8.

The Township adopted a development fee ordinance on October 6, 1997, that was last amended on November 10, 2008, and approved by COAH on January 6, 2009. The ordinance established the Township's affordable housing trust fund as a dedicated revenue source of affordable housing funding.

This Spending Plan sets forth how the Township will spend its affordable housing trust funds in support of the affordable housing compliance plan detailed in the Fourth Round HEFSP. The Township received a Third Round Judgment of Compliance and Repose from the Superior Court on August 17, 2017, approving the Amended Third Round HEFSP and Third Round Spending Plan.

As of December 31, 2024, Delanco Township collected a total of \$2,239,748.99 in revenue, including \$1,320,946.58 in development fees, \$90,320.73 in interest, \$273,481.68 in payments in lieu of construction of affordable housing units, and \$555,000.00 in other income, while the Township spent a total of \$1,122,099.71, including \$595,000.00 in housing activity such as rehabilitation, \$340,768.96 in affordability assistance, and \$186,330.75 in administrative expenditures, leaving a balance of \$1,117,649.28.

All development fees, prior payments-in-lieu of construction, funds from the sale of units with extinguished controls and interest generated by the funds are deposited at Citizen's Bank in a separate interest-bearing affordable housing trust fund for the purposes of affordable housing.

The Township acknowledges that the expenditure of funds contemplated in this spending plan constitute a "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2.d., with the four-year time period beginning to run with the date of collection of the funds as extended by virtue of the date of the Superior Court's approval of this Fourth Round Spending Plan.

These funds will be spent in accordance with N.J.A.C. 5:93-8.16, as described in this Spending Plan. The Township will rely on N.J.A.C. 5:93 or 5:97, as N.J.S.A. 52:27D-329.2.a(4) provides that “[m]unicipalities may continue to rely on regulations on development fees and spending plans previously adopted by the council until new rules and regulations are adopted by the department.”

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the Fourth Round (2025-2035), Delanco Township considered the following:

- A. Development fees: \$39,622
1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals.
 2. All projects currently before the Joint Land Use Board (“JLUB”) for development approvals that may apply for building permits and certificates of occupancy.
 3. Future development that is likely to occur based on historical rates of development.

- B. Payment in lieu (PIL): \$0

No additional revenues from payments in lieu of construction are expected over the Fourth Round period, as the FHA was amended by P.L. 2024, c.2 to eliminate N.J.S.A. 52:27D-329.3, which had enabled payments in lieu of construction of affordable units.

- C. Other funding sources: \$0

Delanco Township does not anticipate revenue from other funding sources at this time. Funds from other sources, include, but are not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust Fund are anticipated to come from development fees and interest.

- D. Projected interest: \$75,400

Based on the current average interest rate and previous amounts collected, Delanco Township anticipates collecting \$75,400 in interest through 2035.



Table SP-1. Projected Affordable Housing Trust Fund Revenues – January 2025 through July 2035

Year	Source of Funds	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total (2025-2035)
Projected Residential Development		STARTING BALANCE: \$1,117,649.28 (12/31/2024)	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$3.6k	\$39.6k
Projected Non-Residential Development			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest			\$12k	\$11k	\$9.9k	\$9.9k	\$8.9k	\$7.9k	\$6.9k	\$5.8k	\$4.8k	\$3.8k	\$2.7k	\$1.7k
Total		\$1,117,649.28	\$15.6k	\$14.5k	\$13.5k	\$12.5k	\$11.5k	\$10.5k	\$9.4k	\$8.4k	\$7.4k	\$6.3k	\$5.3k	\$115k

As summarized in Table SP-1, Delanco Township projects a total revenue of \$115,000 to be collected during the Fourth Round (2025-2035) from residential and non-residential development fees and accrued interest. Projected residential development fees are based on a 10-year annual average of residential development fee receipts between 2013 and 2024 and cross-referenced with the 10-year housing stock projection contained in the HEFSP. While Delanco has received significant non-residential development fee revenue and payments in lieu from significant warehouse development during the Third Round, minimal non-residential development is anticipated during the Fourth Round. Projected interest assumes the average interest rate of 1.00% as of December 2024.

2. ADMINISTRATIVE MECHANISMS TO COLLECT AND DISTRIBUTE FUNDS

The following procedural steps for the collection and distribution of development fee revenues shall be followed by the Township:

A. Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for residential development in accordance with the FHA as amended by P.L. 2024, c.2, and non-residential developments in accordance with N.J.S.A. 40:55D-8.1 through 8.7.

B. Distribution of development fee revenues:

The JLUB adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the Court approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Rental Rehabilitation Program (N.J.A.C. 5:93-5.2)

As documented in Delanco's Fourth Round HEFSP, the Township has a Fourth Round Present Need (rehab obligation) of 20 which may be addressed by either the Burlington County homeowner-occupied rehabilitation program or through the Township's local rental rehabilitation program. The Township intends to commit Affordable Housing Trust Funds to cover the costs of rehabilitating at least 20 existing affordable rental housing units in the Township through the repair or replacement of major systems.

Affordability Assistance (N.J.A.C. 5:93-8.16(c))

Delanco Township is required to spend a minimum of 30 percent of trust fund revenue generated from development fees and interest to render existing affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households earning

less than 30 percent of the regional median income) including through an emergency repair program.

As of December 31, 2024, the Township spent \$340,769 in affordability assistance to render the following units more affordable including for the creation of very low-income units:

- \$120,000 for very low-income units at Cornerstone at Delanco;
- \$100,269 for very low- and low-income rental units at Abundant Life/Living Springs;
- \$60,000 for turning two (2) of the three (3) moderate-income units at Creekside at Delanco into two (2) low-income units ;
- \$60,500 for very low-income units at Abundant Life/Living Springs

As shown in Table SP-2, Delanco Township is required to allocate an additional \$117,117.79 from its affordable housing trust fund to provide affordability assistance which it shall address through an emergency rehabilitation repair program as part of its overall rental rehabilitation program of existing affordable rental units in the Township.

Table SP-2. Projected Minimum Affordability Assistance Requirement

Revenue		
Actual development fees collected through 12/31/2024		\$1,320,946.58
Actual interest earned through 12/31/2024	+	\$90,320.73
Projected development fees (1/1/2025 - 6/30/2035)	+	\$39,622.00
Projected interest (1/1/2025 - 6/30/2035)	+	\$75,400.00
Total	=	\$1,526,289.31
Calculations		
30 percent requirement	x 0.30 =	\$457,886.79
Less affordability assistance expenditures through 12/31/2024	-	\$340,769.00
<i>Projected minimum affordability assistance requirement</i>	=	\$117,117.79

As shown in Table SP-3, the Township has more than satisfied its very low-income affordability assistance requirement by providing a total of \$180,500 in affordability assistance for very low-income units at Cornerstone at Delanco and Abundant Life/Living Springs.



Table SP-3. Projected Minimum Very Low-Income Affordability Assistance Requirement

Revenue		
Actual development fees collected (7/17/2008 – 12/31/2024)		\$1,104,936.00
Actual interest earned (7/17/2008 – 12/31/2024)	+	\$42,367.68
Projected development fees (1/1/2025 - 6/30/2035)	+	\$39,622.00
Projected interest (1/1/2025 - 6/30/2035)	+	\$75,400.00
Total	=	\$1,262,325.68
Calculations		
30 percent requirement	x 0.30 =	\$378,697.70
1/3 requirement	÷ 3 =	\$126,232.57
Less <u>very low-income</u> affordability assistance expenditures through 12/31/2024	-	\$180,500.00
Projected minimum <u>very low-income</u> affordability assistance requirement	=	(\$54,267.43)

Administrative Expenses (N.J.A.C. 5:93-8.16(e))

The Township may use up to 20% of affordable housing trust funds collected, exclusive of funds collected prior to July 17, 2008, for administrative expenditures, pending availability after programmatic and affordability assistance expenditures. The actual maximum permissible administrative expenditure will be calculated on an ongoing basis based on actual trust funds collected. Projected allowed administrative expenses are provided in Table SP-4.

Table SP-4. Projected Allowed Administrative Expenses

Actual development fees through 12/31/2024		\$1,320,946.58
Actual interest earned through 12/31/2024	+	\$90,320.73
Actual payments in lieu through 7/17/2008	+	\$130,000.00
Projected development fees (1/1/2025 - 6/30/2035)	+	\$39,622.00
Projected interest (1/1/2025 - 6/30/2035)	+	\$75,400.00
Total	=	\$1,656,289.31
20 percent maximum permitted administrative expenses	x 0.20 =	\$331,257.86
Less administrative expenditures through 12/31/2024	-	\$186,330.75
Projected allowed administrative expenditures	=	\$144,927.11

Delanco will not expend for administrative purposes in excess of the calculations in Table SP-3. The Township projects that upwards of \$144,927.11 will be available from the Affordable Housing Trust Fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Municipal Housing Liaison (“MHL”), Attorney, Engineer, and Planner fees related to Fourth Round HEFSP preparation and implementation including Judgment of Repose and future Court-required monitoring
- Rehabilitation administration fees

4. EXPENDITURE SCHEDULE

Delanco Township intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. In developing this spending plan, it is important to note that the Township has committed or will commit the expenditure of funds in the municipal trust fund within four (4) years of the date of collection or within four (4) years after the Township receives a Fourth Round Judgment of Repose per the Appellate Division decision, whichever is later. The expenditure schedule is provided in Table SP-5.

Table SP-5. Projected Expenditure Schedule – January 2025 through June 2035

Program	Units	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2025-2035 Total
Rental Rehabilitation Program	20+	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$687.7k
Affordability Assistance – VLI Emergency Repair Program		\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$36.4k	\$400k
Administration		\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$13.2k	\$145k
TOTAL		\$112k	\$112k	\$112k	\$112k	\$112k	\$112k	\$112k	\$112k	\$112k	\$112k	\$112k	\$1.23 M

5. EXCESS OR SHORTFALL OF FUNDS

No shortfall of funds is anticipated as the Township has significantly more funds currently in the trust account than is required for a minimum 20-unit rental rehab program. Any excess in funds collected over what has been projected will be dedicated to additional affordability assistance to the extent required, and toward the Township's rental rehabilitation program, as available.

6. MONITORING

In accordance with the requirements of N.J.S.A. 52:27D-301 *et seq.* as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide data entry in DCA's new AHMS monitoring system including a detailed accounting of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

7. SUMMARY

Delanco Township intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the Fourth Round HEFSP. As of December 31, 2024, the Township had a balance of \$1,117,649.28 and projects an additional \$115,000 in revenues through the Fourth Round. The Township will dedicate all available funds to a rental rehabilitation program, very low-income affordability assistance emergency repair program, and administration. Table SP-6 provides a summary of the Township's Spending Plan for the Fourth Round.

Table SP-6. Spending Plan Summary

Revenues		
Balance as of 12/31/2024		\$1,117,649.28
Projected revenue (1/1/2025 – 6/30/2035)		
1. Development fees	+	\$39,622.00
2. Payments in lieu of construction	+	\$0.00
3. Other funds	+	\$0.00
Interest	+	\$75,400.00
Total Projected Revenue	=	\$1,232,671.28
Expenditures		
Rental Rehabilitation Program	-	\$687,744
Affordability Assistance – VLI Emergency Repair Program	-	\$400,000
Administration	-	\$144,927.11
Total Projected Expenditures	=	\$1,232,671.28



APPENDIX L – BURLINGTON COUNTY COOPERATION AGREEMENT

TOWNSHIP OF DELANCO
RESOLUTION 2023-57

A RESOLUTION AUTHORIZING THE TOWNSHIP OF DELANCO TO EXECUTE
AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE
PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED by the Township Committee of the Township of Delanco, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-363, as amended; and

SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this program; and

SECTION III. An Agreement has been proposed under which the Township of Delanco and the County of Burlington in cooperation with the other municipalities will establish an Shared Services Program pursuant to NJSA 40:8A-1 et seq., and

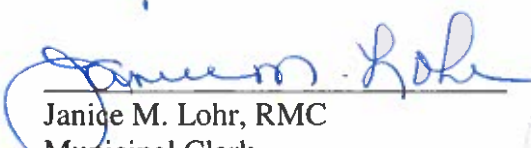
SECTION IV. It is in the best interest of the Township of Delanco that the agreement entitled "Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.

SECTION V. The Township of Delanco shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township of Delanco and affix thereunto the Official Seal.

SECTION VI. All resolutions or parts of resolutions which are inconsistent herewith are hereby repealed in the extent of their inconsistency.

SECTION VII. This Resolution shall take effect immediately after passage and publication as provided by law.

THIS IS CERTIFICATION THAT THE FOREGOING RESOLUTION WAS
APPROVED AT A MEETING OF THE TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF DELANCO ON APRIL 3, 2023


Janice M. Lohr, RMC
Municipal Clerk



**BURLINGTON COUNTY, NEW JERSEY
URBAN COUNTY COOPERATION AGREEMENT**

FOR PROGRAM YEARS (FEDERAL FY) 2024-2026

THIS agreement is made by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON (hereafter the "Board" or "County") and the below-named Municipality to establish a cooperative relationship for the conduct of certain community development activities, and

MUNICIPAL PARTICIPANT ("Municipality"): «Township» *Delanco Township*

WITNESSETH:

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships ("HOME") Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the "Act"), provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development ("HUD") to approve the inclusion of the Municipality as part of the Urban County for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Commissioners of the County of Burlington and Municipality hereby agree as follows:

1. Purpose. The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under the CDBG Program and the HOME Program, and to carry out community development programs during the above-referenced federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 - CDBG and 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the Municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to any provision of this Agreement.

2. COUNTY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES

2.1. Authorization. The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from CDBG funds and HOME Program funds it receives for the above-referenced Program Years. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders and statutes adopted to implement the Act. The Municipality is hereby designated as a cooperative unit of general local government. The Board hereby agrees to

cooperate with the Municipality to undertake or assist in undertaking community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.2. Programs. The Board is hereby designated as the responsible unit of general local government to undertake activities that are eligible for funding. The Board shall be responsible for assuring the administration and effectuation of activities in accordance with all HUD requirements.

2.3. Receipt of Funds. The Board shall be the designated recipient of all federal funds. These funds shall be placed in a County trust fund, a separate bank account established and maintained in accordance with applicable laws.

2.4. Expenditure of Funds. On authorization by the Board, and in compliance with State law, the Board may expend funds from its trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the Municipality.

2.4.1. Ineligible Use of Funds. County shall not fund activities in or in support of Municipality or other municipalities that do not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification. Nothing herein shall prohibit a municipality from exercising its authority to comment on, challenge or support any land use related matter proposed by or on behalf of the County that may affect it in its reasonable judgment.

2.5. Distribution of Funds. CDBG funds received by the County pursuant to this Agreement shall be distributed to Municipality on a reimbursement basis. To request a distribution Municipality shall submit a written request for distribution that complies with all applicable HUD and County requirements. County will request funds from HUD no more than twice monthly, and shall distribute all funds received under this Agreement to Municipality promptly following their receipt. County's obligation under this Section shall be limited to funds actually received by HUD for requests that meet all HUD and County requirements. The County shall be obligated to fund no more than the amount that County has received and set aside for Municipality.

2.6. In no event shall County be obligated to distribute more funds to Municipality under this Agreement than County receives during the three-year agreement period. If HUD does not award CDBG funds to County in a given year, County's obligation to distribute those funds to Municipality will be terminated. If the County loses its Urban County status through the imposition of HUD administrative sanctions or if the CDBG program or any successor program is eliminated by an act of Congress and major statutory changes are made to 24 U.S.C. 93-383 et seq., which authorizes the CDBG program, County is not obligated to provide CDBG funds to Municipality.

2.7. Administration of Program. Except for administration of those funds distributed directly to Municipality as set forth in Section 2.5, County shall have the responsibility of administering the CDBG program including, but not limited to, preparation of plans to be submitted to HUD, issuance of notices, requests for project submittals, evaluation administration and monitoring of projects not paid for solely with Municipal CDBG funds, tracking and receiving program income and reporting to HUD. Municipality is, to the greatest extent permissible by law and regulations, responsible for compliance with federal and New Jersey State environmental laws and for all required noticing and documentation for projects funded under this Agreement within its jurisdictional boundaries. Once any applicable noticing requirements have been met, Municipality shall submit to County all required documentation and supporting materials. On receipt and review of said documents by County, County shall be responsible for submitting Requests for Release of Funds to HUD and obtaining Authority to Use Grant Funds.

2.8. Administrative Fees. Except for that portion of administration fees that are part of the HUD Identified Municipal Entitlement which shall be paid to Municipality, the County may retain fees for the management of the CDBG Program subject to the percentage permitted by HUD regulations. The

administrative fees assigned to Municipality as a part of the HUD Identified Municipality Entitlement shall be at a percentage not to exceed that allowed by HUD regulations. Only costs associated with the management and administration of the CDBG Program may be charged against CDBG administrative allocations.

2.9. County will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan, the Comprehensive Annual Performance Evaluation Report ("CAPER"), and Cash and Management Information System reports. County and Municipality will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by CDBG regulations.

2.10 Change in Law. In the event that Congress amends the Act in a manner that would prevent Municipality from being able to regain its status as a "Metropolitan Municipality," per Section 42 USC 5302(a)(4)(a) of the Act, because Municipality relinquished its status as a Metropolitan Municipality for the purpose of assisting County in obtaining CDBG funds under this Agreement, County agrees, as long as County receives CDBG funds, or similar funds from any successor program which receives an annual Congressional appropriation, that County will take all reasonable actions, including, but not limited to, entering into subsequent cooperation agreements, or similar agreements, with Municipality in order for Municipality to receive benefits for which it may be eligible.

3. MUNICIPALITY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES.

3.1. The Municipality agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal, and publicly assisted housing. The Municipality agrees to take the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and to fulfill all other applicable requirements of the CDBG and HOME Programs. The Municipality further agrees to not obstruct implementation of the approved Consolidated Plan during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.

3.2. Municipality's Use of CDBG Funds. The Municipality agrees that, pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503. It shall be responsible for compliance with the conditions for an award to it and implementation of funds allocated to Municipality pursuant to this Agreement.

3.3. Municipality may contract with other entities to perform CDBG-eligible activities. Municipality agrees any CDBG-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the CDBG Regulations at 24 CFR 570. In addition, any contract made between Municipality and another entity for the use of CDBG funds pursuant to this Agreement shall comply with all applicable CDBG rules, guidance and regulations. A copy of all executed contracts for CDBG funded activities shall be available to the County as program administrator.

3.4. The Municipality warrants that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.

3.5. Municipality's Acknowledgements and Covenants. By executing this Agreement the Municipality acknowledges that

- it becomes ineligible to apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period

in which it is participating in Burlington County's Community Development Block Grant Program.

- it may only participate in a HOME Program through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments.
- Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.
- CDBG funds will be used for activities and/or projects prioritized by Municipality to alleviate its identified community needs eligible under the Act. Administration costs associated with the HUD identified Municipality entitlement CDBG funds will be used by Municipality as required to carry out administrative activities eligible under the Act.
- CDBG funding for activities in or in support of Municipality are prohibited if Municipality does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification, except to the extent Municipality is exercising its governmental authority to comment on, challenge or support any land use related matter proposed by or on behalf of County which may affect Municipality, in Municipality's reasonable judgment.
- it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- it becomes ineligible to apply for grants under the ESG Program, regardless of whether the County receives an ESG formal allocation. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.

3.6. Municipal Cooperation. The Municipality will reasonably cooperate with County regarding this Agreement. As and when requested by County, the Municipality will furnish to the County any and all pertinent information which the Municipality may possess during the time of performance of County's duties under this Agreement

3.7. Reporting. Municipality shall prepare and submit a report to County on a monthly basis describing the activity, the work performed to date and whether the objective of the program has been achieved.

4. COVENANTS, AGREEMENTS AND RESPONSIBILITIES OF BOTH PARTIES

4.1. In compliance with Urban County Certification, the County and the Municipality agree to take all action necessary to assure compliance with the County's certification required by the Act and other applicable laws and regulations. Further, the County and the Municipality acknowledge that use of urban county funding is prohibited for activities in or in support of any cooperating unit of general or local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- The County and the Municipality are obligated to take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.

- The County and the Municipality are obligated to comply with section 109 of Title I of the Housing and Community Development Act of 1973 and the Age Discrimination Act of 1975.
- The County and the Municipality are obligated to comply with any other applicable laws and regulations.

4.2. Compliance with Final Programs and Plans. County and Municipality shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

4.3. Grant Administration. The County shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients, including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504.

4.4. Compliance with Laws. The parties agree to comply with all applicable laws, ordinances and codes of the federal, state and local governments, including New Jersey's Local Government Ethics Law.

4.5. Cost of Program: Federal/Local Share. The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Act. Federal assistance made available hereunder shall not be utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

4.6. Disposition of Real Property. The provisions of this section set forth the standards that shall apply to real property acquired or improved in whole or in part using CDBG funds received by Municipality pursuant to this Agreement.

Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, Municipality shall notify County and obtain authorization for said modification or change. Municipality shall reimburse County with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under CDBG regulations.

This section does not apply to any property owned by Municipality prior to the date of this agreement.

4.7. Records. Municipality and County shall maintain, on a current basis, complete records, including but not limited to, contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this agreement in accordance with CDBG regulations. To the extent permitted by law, County and Municipality will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this agreement. Records shall be maintained for the period of this Agreement plus three years.

4.8. Other Agreements. County and Municipality will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to Municipality, County, shall execute said written agreement with Municipality. Said agreement shall remain in effect during any period that Municipality has control over CDBG funds, including program income.

5. CITIZEN ADVISORY COMMITTEE

5.1. There is hereby established a Citizen Advisory Committee. The Division Head of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

5.2. Membership. The Committee shall consist of not less than 60 members, as follows:

Appointments by County Director:

County Office on Aging (1)
County Health Department (1)
Burlington County Planning Board (2)
Workforce Investment Board (1)
Local Unit Manager or Administrator (1)
Labor Union (1)
Housing Developer (1)
Bank; Commercial Lender (1)
Board of Social Services (1)
Environmentalist (1)
Realtor (1)
Citizens-at-Large (5)

Appointments by Chief Executive Officer or governing body

Municipality (maximum of 40)
Burlington County Bridge Commission, Dept. of Economic Development &
Regional Planning (1)
Joint Base - McGuire-Dix-Lakehurst (1)
Burlington County Community Action Program (1)

5.3. Meeting Schedule and Operation. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5.4. Committees and Subcommittees. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

5.5. Quorum. A simple majority (not less than 51%) of the municipalities that have submitted applications for the year under consideration shall constitute a quorum.

5.6. Advisory Committee's Duties. The Committee shall

- study the community development needs of the participating municipalities
- plan for the prudent utilization of funds made available to the Board.
- recommend that the Board make application for federal funding, including funds for "urban counties".
- develop, in the manner prescribed herein, a Community Development Plan for Burlington County, to include a housing assistance program.
- recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.

5.7. Establishment of Priorities. After consultation with affected municipal and county governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.

5.8. Each Municipality signing this Agreement shall be eligible to request to participate in the plan for expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the acknowledgment of that Municipality's governing body.

5.9. The Coordinator of the Community Development Program shall compile an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

6. PLAN DEVELOPMENT AND USE OF FUNDS

6.1. Preparation of CDBG Application. The County shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to obtain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of County Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. The County agrees to include the Municipality's plan submitted in accordance with Section 6.3.

6.2. Plan Contents. The plan shall include the following:

- Planning and Administration. Funds designated to pay for the costs incurred in the implementation of the rehabilitation loan program.
- Locally Determined Activities. Programs designed by the municipalities to improve conditions approved by the Community Development Office.
- County Determined Activities. Programs designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis, on approval of the Board.
- Cost Overrun Account. Funds set aside for use when needed, to be made available pursuant to program amendments during the year, in order to allow some flexibility in the above-described programs.

6.3. Municipal Plan. The Municipality shall assist the County by preparing a community development plan for the period of this Agreement which identifies community development and housing needs, and projects and programs for the Municipality and specifies both short- and long-term Municipal objectives, consistent with requirements of the Act.

6.4. Public Hearings. On completion of grant applications the County Community Development Office shall hold at least two public hearings in accordance with HUD regulations and applicable state regulations.

6.5. Income Received by Municipality. Municipality shall report to the County on a semi-annual basis regarding any income generated by the expenditure of CDBG funds received by Municipality pursuant to this Agreement. All such program income shall be retained by Municipality and shall be used only for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.6. Income Received by County. All program income generated by the expenditure of CDBG funds that is retained by County shall be used by County for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.7. Income from Real Property. Any income generated by Municipality or County from the disposition or transfer of real property prior to any close out or change of status shall be treated as program income.

6.8. County shall be responsible for monitoring and reporting to HUD on the use of any such program income. Municipality shall engage in appropriate record keeping and reporting to the County as required by the County for this purpose.

6.9. Disposition of Program Income. In the event of CDBG close-out or the change in status of Municipality under the CDBG program, any program income generated from CDBG funds paid to Municipality pursuant to this Agreement that is unexpended on the date of such close-out or change in status or that is received by Municipality shall be paid by Municipality to County. However, if Municipality resumes direct CDBG entitlement status Municipality may keep program income generated from CDBG funds or the disposition, sale or transfer of real property improved with CDBG funds paid to Municipality under this agreement, provided that it uses that program income for a CDBG eligible purpose and such use is in accordance with CDBG regulations. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income.

6.10. Responsibility for use of Funds. The Municipality shall be responsible for the implementation of all CDBG funds allocated to Municipality under this Agreement. The County shall be responsible for determining the final disposition and distribution of all funds it receives that are not distributed to municipalities including, but not limited to, the selection of the projects for which such funds shall be used. Municipality agrees that the County has the sole authority to redistribute all CDBG funds when eligible projects that have been selected for funding are not implemented in a timely manner as defined by HUD.

6.11. Modifications to Activities. In the event that modifications to a project activity shall become necessary, the Community Development Office may increase or decrease the funding therefor with the concurrence of HUD.

7. GENERAL TERMS AND CONDITIONS.

7.1. Insurance. Each party is responsible for securing and maintaining such insurance as is appropriate to cover its exposure hereunder, in whole or in part.

7.2. Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Act. Standards of performance shall comply with the requirements established by the CDBG Program and the HOME Program.

7.3. Duration of Contract. This Agreement shall be in effect for the above-referenced Federal Fiscal Years and for any additional period necessary to carry out activities that will be funded from annual CDBG appropriations and HOME Program appropriations for the above-referenced Federal Fiscal Years and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. Except as otherwise provided in this Agreement, the Board and the Municipality shall not terminate or withdraw from this Agreement.

7.4. Municipal Indemnification of County. Municipality shall indemnify, defend and hold harmless the County and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by County as a result of the determination by HUD or its successor that activities undertaken by Municipality under the program(s) fail to comply with any

laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Municipality under this Agreement were improperly expended.

7.5. County Indemnification of Municipality. County shall indemnify, defend and hold harmless Municipality and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by Municipality as a result of the determination by HUD or its successor that activities undertaken by County under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to County under this Agreement were improperly expended.

7.6. Maintenance of Records. All records kept in connection with programs funded pursuant to this Agreement shall conform to Federal requirements under Title I of the Act and applicable State laws and regulations. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

7.7. Cooperation. Municipality agrees to cooperate with all other municipalities that sign comparable agreements with the Board and be bound as if all had signed the same agreement.

7.8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

7.9. This Agreement shall replace and supersede all previous agreements between the parties.

7.10. Assignability. The Municipality may not assign or transfer any interest in this Agreement without the prior written approval of the County. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the County shall be a breach of this Agreement.

7.11. Construction and Enforceability. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions, shall conform to the laws of the State of New Jersey. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

7.12. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. No changes to this Agreement are valid unless they are made by written amendment duly executed by the parties.

7.13. This Agreement shall be effective for all purposes when this agreement and like agreements have been executed by County and Municipality, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

MUNICIPALITY

«Township» (by its chief administrative officer):

Delanco Township

Delandis Twp.

By: [Signature]
Signature

4/6/23
Date

Attest: [Signature]
Signature

4/6/23
Date

Kate Fitzpatrick
Typed/printed name of Signer

Mayor
Signer's Title

Janice M. Lohr
Attester's typed/printed name

Municipal Clerk
Attester's Title

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON

By: [Signature]
Eve A. Cullinan, Administrator

6/29/23
Date

APPENDIX M – AFFORDABLE FAIR SHARE ORDINANCE

Chapter 58. Fair Housing

[HISTORY: Adopted by the Township Committee of the Township of Delanco 12-5-2016 by Ord. No. 2016-14.^[1] Amendments noted where applicable.]

[1] *Editor's Note: This ordinance also repealed former Ch. 58, Fair Housing, adopted 11-2-1998 by Ord. No. 13-1998, as amended.*

§ 58-1. Statutory provisions.

- A. This chapter of the Township Code sets forth regulations regarding the low- and moderate-income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing," N.J.A.C. 5:93 et seq.; the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq.; and the Township's constitutional obligation to provide a fair share of affordable housing for low- and moderate-income households. In addition, this chapter applies requirements for very-low-income housing as established in P.L. 2008, c. 46 (the "Roberts Bill").^[1]
- [1] *Editor's Note: See N.J.S.A. 52:27D-329.2.*
- B. This chapter is intended to assure that very-low-, low- and moderate-income units ("affordable units") are created with controls on affordability over time and that very-low-, low- and moderate-income households shall occupy these units. This chapter shall apply except where inconsistent with applicable law.
- C. The Delanco Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1 et seq. The plan has also been endorsed by the Township Committee of the Township of Delanco. The Fair Share Plan describes the ways the Township shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the housing element.
- D. This chapter implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- E. Pursuant to a settlement agreement with Fair Share Housing Center (FSHC), the Township shall file annual monitoring reports and status reports with the Superior Court and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring prepared by the special master in accordance with N.J.A.C. 5:91^[2] shall be available to the public at the Delanco Township Municipal Building, 770 Coopertown Road, Delanco, NJ 08075.
- [2] *Editor's Note: So in original. N.J.A.C. 5:91 expired on 4-2-2008.*

§ 58-2. Definitions.

As used herein the following terms shall have the following meanings:

ACCESSORY APARTMENT

A self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing

accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.).

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity responsible for the administration of affordable units in accordance with this chapter, N.J.A.C. 5:91, 5:91,^[1] N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE

The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE DEVELOPMENT

A housing development all or a portion of which consists of restricted units.

AFFORDABLE HOUSING DEVELOPMENT

A development included in the Housing Element and Fair Share Plan and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:93, and/or funded through an Affordable Housing Trust Fund.

AGE-RESTRICTED UNIT

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that:

- A. All the residents of the development where the unit is situated are 62 years or older; or
- B. At least 80% of the units are occupied by one person that is 55 years or older; or
- C. The development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

AGENCY

The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

ALTERNATIVE LIVING ARRANGEMENT

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. "Alternative living arrangement" includes, but is not limited to, transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD

A household that has been certified by an administrative agent as a low-income household or moderate-income household.

COAH

The Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

DCA

The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT

A housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load-bearing structural systems.

DEVELOPER

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development, including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

FAIR SHARE PLAN

The plan that describes the mechanisms, strategies and funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

HOUSING ELEMENT

The portion of the Township's Master Plan, required by the Municipal Land Use Law (MLUL), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not necessarily limited to, new construction, the conversion of a nonresidential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50% or less of the median household income.

LOW-INCOME UNIT

A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable county, as adopted annually by COAH or approved by the New Jersey Superior Court.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

MODERATE-INCOME UNIT

A restricted unit that is affordable to a moderate-income household.

NONEXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS

A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT

The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved regional income limits.

REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

SPECIAL MASTER

An expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

VERY-LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 30% or less of the median household income.

VERY-LOW-INCOME UNIT

A restricted unit that is affordable to a very-low-income household.

WEATHERIZATION

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

[1] *Editor's Note: So in original. N.J.A.C. 5:91 expired on 4-2-2008.*

§ 58-3. Division of construction.

Delanco's new construction or inclusionary component will be divided equally between low- and moderate-income households as per N.J.A.C. 5:93-2.20.

§ 58-4. New construction.

The following requirements shall apply to all new or planned developments that contain low- and moderate-income housing units.

A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low- and moderate-income units whether developed in a single-phase development or in a multi-phase development:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25%	0%
25% + 1%	10%
50%	50%
75%	75%
90%	100%

- B. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- C. Payments in lieu and off-site construction. The standards for the collection of payments in lieu of constructing affordable units or standards for constructing affordable units off site shall be in accordance with N.J.A.C. 5:93-8.10(c).
- D. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- E. Low/moderate split and bedroom distribution of affordable housing units.
 - (1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.
 - (2) In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
 - (3) Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very-low-income households.
 - (4) Affordable developments that are not age restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
 - (b) At least 30% of all low- and moderate-income units shall be two-bedroom units;
 - (c) At least 20% of all low- and moderate-income units shall be three-bedroom units; and
 - (d) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
 - (5) Affordable developments that are age restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.
- F. Accessibility requirements.
 - (1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
 - (2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

- (f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
- [1] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - [2] To this end, the builder of restricted units shall deposit funds within the Township of Delanco's Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - [3] The funds deposited under Subsection **F(2)(f)[2]** herein shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - [4] The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Delanco.
 - [5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Delanco's Affordable Housing Trust Fund in care of the Municipal Treasurer, who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
 - [6] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

§ 58-5. Maximum rents and sale prices.

In conjunction with realistic market information, the following criteria will be used in determining maximum rents and sale prices:

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.
- B. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
- C. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
 - (1) At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
- D. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least

three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

- E. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one-and-one-half-person household;
 - (3) A two-bedroom unit shall be affordable to a three-person household;
 - (4) A three-bedroom unit shall be affordable to a four-and-one-half-person household; and
 - (5) A four-bedroom unit shall be affordable to a six-person household.
- F. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
 - (1) A studio or efficiency unit shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to a one-and-one-half-person household; and
 - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- G. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowners' association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- H. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- I. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- J. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.
- K. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§ 58-6. Condominium and homeowners' association fees.

For any affordable housing unit that is part of a condominium association and/or homeowners' association, the master deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

§ 58-7. Affirmative marketing.

- A. The Township shall adopt by resolution an affirmative marketing plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 3 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 5, comprised of Burlington, Camden and Gloucester Counties.
- D. The administrative agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the affirmative marketing plan for the municipality.
- E. In implementing the affirmative marketing plan, the administrative agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Delanco.

§ 58-8. Occupancy standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
 - (1) Provide an occupant for each bedroom;
 - (2) Provide children of different sex with separate bedrooms; and
 - (3) Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal operating manual.

§ 58-9. Selection of occupants of affordable housing units.

- A. The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 et seq.

§ 58-10. Control periods for restricted ownership units and enforcement mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years.

- B. Rehabilitated owner-occupied single-family housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. The affordability controls set forth in this chapter shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- E. A restricted ownership unit shall be required to obtain a continuing certificate of occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§ 58-11. Price restrictions for restricted ownership units, homeowners' association fees and resale prices.

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the administrative agent.
- B. The administrative agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. The owners of restricted ownership units may apply to the administrative agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§ 58-12. Buyer income eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50% of median income, and moderate-income ownership units shall be reserved for households with a gross household income less than 80% of median income.
- B. The administrative agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowners' association fees, as applicable) does not exceed 33% of the household's certified monthly income.

§ 58-13. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:80-26.6(b).

§ 58-14. Control periods for restricted rental units.

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the administrative agent within 30 days of the receipt of a certificate of occupancy.
- D. A restricted rental unit shall remain subject to the affordability controls of this chapter, despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the unit;
 - (2) Sale or other voluntary transfer of the ownership of the unit; or
 - (3) The entry and enforcement of any judgment of foreclosure.

§ 58-15. Price restrictions for rental units; leases.

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the administrative agent.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the administrative agent.
- C. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit and shall be payable to the administrative agent to be applied to the costs of administering the controls applicable to the unit as set forth in this chapter.

§ 58-16. Tenant income eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of median income.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of median income.
 - (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80% of median income.

- B. The administrative agent shall certify a household as eligible for a restricted rental unit when the household is a very-low-income, a low-income or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
- (1) The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2) The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5) The household documents proposed third-party assistance from an outside source, such as a family member, in a form acceptable to the administrative agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in Subsection **B(1)** through **(5)** above with the administrative agent, who shall counsel the household on budgeting.

§ 58-17. Conversions.

Each housing unit created through the conversion of a nonresidential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

§ 58-18. Unnecessary cost-generating features.

Section 14(b)^[1] of the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., incorporates the need to eliminate unnecessary cost-generating features from Delanco's land use ordinances. Accordingly, Delanco will eliminate development standards that are not essential to protect the public welfare and to expedite or fast-track municipal approvals/denials on inclusionary development applications. Delanco will adhere to the components of N.J.A.C. 5:93-10.1-10.3.

[1] *Editor's Note: See N.J.S.A. 52:27D-314b.*

§ 58-19. Rehabilitation program.

Delanco will undertake a rehabilitation program to rehabilitate substandard housing units occupied by low-and moderate-income households. Delanco has designated the Burlington County Community Development Program (BCCD) to administrate the rehabilitation program. BCCD will prepare a marketing plan for the rehabilitation program. The rehabilitation program will be consistent with N.J.A.C. 5:93-5.2(b) through (1).

§ 58-20. Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison for the Township of Delanco is hereby established. The Municipal Housing Liaison shall be appointed by duly adopted resolution of the Township Committee and be subject to the approval by the Superior Court.

- B. The Municipal Housing Liaison must be either a full-time or part-time employee of the Township of Delanco.
- C. The Municipal Housing Liaison must meet the requirements for qualifications, including initial and periodic training found in N.J.A.C. 5:93.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Delanco, including the following responsibilities, which may not be contracted out to the administrative agent:
 - (1) Serving as the municipality's primary point of contact for all inquiries from the state, affordable housing providers, administrative agents and interested households;
 - (2) The implementation of the affirmative marketing plan and affordability controls;
 - (3) When applicable, supervising any contracting administrative agent;
 - (4) Monitoring the status of all restricted units in the Township of Delanco's Fair Share Plan;
 - (5) Compiling, verifying and submitting annual reports as required by the Superior Court;
 - (6) Coordinating meetings with affordable housing providers and administrative agents, as applicable; and
 - (7) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§ 58-21. Administrative agent.

- A. The Township shall designate by resolution of the Township Committee, subject to the approval of the Superior Court, one or more administrative agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
- B. An operating manual shall be provided by the administrative agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the office of the Municipal Clerk and in the office(s) of the administrative agent(s).
- C. Duties and responsibilities.
 - (1) The administrative agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the operating manual, including those set forth in N.J.A.C. 5:80-26.14, 5:80-26.16 and 5:80-26.18 thereof, which includes:
 - (a) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 - (b) Affirmative marketing;
 - (c) Household certification;
 - (d) Affordability controls;
 - (e) Records retention;
 - (f) Resale and rental;
 - (g) Processing requests from unit owners; and
 - (h) Enforcement, although the ultimate responsibility for retaining controls on the units rests with the municipality.

- (2) The administrative agent shall, as delegated by the Township Committee, have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

§ 58-22. Enforcement of affordable housing regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - (1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units, the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense.
 - (b) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Delanco Affordable Housing Trust Fund of the gross amount of rent illegally collected.
 - (c) In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 - (2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such.

Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

- E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- G. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- H. The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

§ 58-23. Appeals.

Appeals from all decisions of an administrative agent designated pursuant to this chapter shall be filed in writing with the Township.

APPENDIX N – PRELIMINARY FOURTH ROUND AFFIRMATIVE MARKETING PLAN

PRELIMINARY FOURTH ROUND AFFIRMATIVE FAIR HOUSING
MARKETING PLAN
DELANCO TOWNSHIP, BURLINGTON COUNTY
For Affordable Housing in **REGION 5**
May 12, 2025

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number Zurbrugg Partnership, LLC 531 Delaware Avenue Delanco, NJ		1b. Development or Program Name, Address Zurbrugg Mansion	
1c. Number of Affordable Units: 27 Number of Rental Units: 27 Number of For-Sale Units: 0	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any) DCA Balanced Housing County HOME	
1f. <input checked="" type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any): n/a			

1a. Administrative Agent Name, Address, Phone Number Salt and Light 1841 Burlington-Mt. Holly Road (Co. Rt. 541) Westampton, NJ 08060 Tel: (609) 261-4571		1b. Development or Program Name, Address Russ Farm off-site units	
1c. Number of Affordable Units: 6 Number of Rental Units: 5 Number of For-Sale Units: 1	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any) County HOME	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number MEND, Inc. 99 East Second Street Moorestown, New Jersey 08057 (856) 722 – 7070		1b. Development or Program Name, Address Russ Farm off-site units	
1c. Number of Affordable Units: 10 Number of Rental Units: 10 Number of For-Sale Units:	1d. Price or Rental Range From To		1e. State and Federal Funding Sources (if any) County HOME
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number Triad Associates 1301 West Forest Grove Road, Building #3 Vineland, NJ 08360 Phone: 856.690.9590		1b. Development or Program Name, Address Creekside	
1c. Number of Affordable Units: 3 Number of Rental Units: 3 Number of For-Sale Units:	1d. Price or Rental Range From To		1e. State and Federal Funding Sources (if any)
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number HAS 637 South Clinton Avenue P.O. Box 18550 Trenton, NJ 08650		1b. Development or Program Name, Address River's Edge	
1c. Number of Affordable Units: 15 Number of Rental Units: Number of For-Sale Units: 15	1d. Price or Rental Range From To		1e. State and Federal Funding Sources (if any)
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number Living Springs Senior Residence Route 130 South Delanco, NJ (856) 461-1200		1b. Development or Program Name, Address Abundant Life/Living Springs Senior	
1c. Number of Affordable Units: 94 Number of Rental Units: 94 Number of For-Sale Units:	1d. Price or Rental Range From To		1e. State and Federal Funding Sources (if any) LIHTC
1f. <input checked="" type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number Living Springs Manor Residence Route 130 South Delanco, NJ (856) 461-1200		1b. Development or Program Name, Address Abundant Life/Living Springs Manor	
1c. Number of Affordable Units: 20 Number of Rental Units: 20 Number of For-Sale Units:	1d. Price or Rental Range From To		1e. State and Federal Funding Sources (if any) SNHTF County HOME
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number The Walters Group 500 Barnegat Boulevard N Building 100 Barnegat, NJ 08005 609-607-9500		1b. Development or Program Name, Address Cornerstone at Delanco	
1c. Number of Affordable Units: 63 Number of Rental Units: 63 Number of For-Sale Units:	1d. Price or Rental Range From To		1e. State and Federal Funding Sources (if any) LIHTC
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

** Sections II through IV is only for HAS projects. Tax credit projects or those administered by another entity will have their own affirmative marketing plan which will be approved by HMFA .**

II. RANDOM SELECTION

Random selection is conducted when a unit is available, and only preliminarily-eligible households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 90 days. All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed and the need for an accessible unit. When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend. After the lottery is conducted, the first household selected is given a length of time that is specified in the operating manual to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. **HOUSING RESOURCE CENTER** (www.njhousing.gov) A free, online listing of affordable housing **X**

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 5			
Daily Newspaper			
<input type="checkbox"/>		Philadelphia Inquirer	
<input checked="" type="checkbox"/>		Courier-Post	
TARGETS PARTIAL COAH REGION 5			
Daily Newspaper			
<input checked="" type="checkbox"/>		Burlington County Times	Burlington
<input type="checkbox"/>		Gloucester County Times	Gloucester
Weekly Newspaper			
<input type="checkbox"/>		Central Record, The	Burlington
<input type="checkbox"/>		Fort Dix Post	Burlington
<input type="checkbox"/>		Maple Shade Progress	Burlington

<input type="checkbox"/>		News Weekly	Burlington
<input checked="" type="checkbox"/>		Beverly Bee	Burlington
<input type="checkbox"/>		Gloucester City News	Camden
<input type="checkbox"/>		Haddon Herald	Camden
<input type="checkbox"/>		Record Breeze	Camden
<input type="checkbox"/>		Retrospect	Camden
<input type="checkbox"/>		Plain Dealer	Camden, Gloucester
<input type="checkbox"/>		News Report	Gloucester

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 5			
<input checked="" type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		12 WHYY-TV Why, Inc.	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	

TARGETS PARTIAL COAH REGION 5			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	Burlington
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	Burlington
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	Burlington
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	Burlington
<input checked="" type="checkbox"/>		13 WNET Educational Broadcasting Corporation	Burlington
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Burlington
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	Burlington
<input type="checkbox"/>		38 WPHA-CA Commercial Broadcasting Corp.	Burlington, Camden
<input type="checkbox"/>		41 WNAI-LP Marcia Cohen	Burlington, Camden
<input type="checkbox"/>		60 WBPH-TV Sunshine Family Television Corp	Burlington, Camden
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Camden, Gloucester
TARGETS PARTIAL COAH REGION 5			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
<input checked="" type="checkbox"/>		Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester
TARGETS ENTIRE COAH REGION 5			
AM			
<input type="checkbox"/>		WFIL 560	Christian
<input type="checkbox"/>		WIP 610	
<input type="checkbox"/>		WWJZ 640	

<input type="checkbox"/>		WTMR 800	
<input type="checkbox"/>		WWDB 860	
<input type="checkbox"/>		WPEN 950	
<input type="checkbox"/>		WNTP 990	
<input type="checkbox"/>		KYW 1060	
<input type="checkbox"/>		WPHT 1210	
<input type="checkbox"/>		WNWR 1540	
FM			
<input type="checkbox"/>		WXPN 88.5	
<input type="checkbox"/>		WRTI 90.1	
<input type="checkbox"/>		WHYY-FM 90.9	
<input type="checkbox"/>		WXTU 92.5	
<input type="checkbox"/>		WMMR 93.3	
<input type="checkbox"/>		WSTW 93.7	
<input type="checkbox"/>		WYSP 94.1	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WBEN-FM 95.7	
<input type="checkbox"/>		WRDW-FM 96.5	
<input type="checkbox"/>		WUSL 98.9	
<input type="checkbox"/>		WJBR-FM 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WBEB 101.1	
<input type="checkbox"/>		WIOQ 102.1	
<input type="checkbox"/>		WMGK 102.9	
<input type="checkbox"/>		WJZ 106.1	
<input type="checkbox"/>		WKDN 106.9	Christian
<input type="checkbox"/>		WRNB 107.9	
TARGETS PARTIAL COAH REGION 5			
AM			
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WBUD 1260	

<input type="checkbox"/>		WIMG 1300	Black Gospel
<input type="checkbox"/>		WIFI 1460	Christian
<input type="checkbox"/>		WBCB 1490	
<input type="checkbox"/>		WPHY 920	
<input type="checkbox"/>		WURD 900	
<input type="checkbox"/>		WPHE 690	Latin
<input type="checkbox"/>		WNAP 1110	
<input type="checkbox"/>		WEMG 1310	Spanish
<input type="checkbox"/>		WHAT 1340	
<input type="checkbox"/>		WVCH 740	Christian
<input type="checkbox"/>		WDEL 1150	
<input type="checkbox"/>		WNJC 1360	
<input type="checkbox"/>		WDAS 1480	Black Gospel

FM

<input type="checkbox"/>		WBZC 88.9	Burlington
<input type="checkbox"/>		WSJI 89.5	Burlington
<input type="checkbox"/>		WAWZ 99.1	Burlington (Christian)
<input type="checkbox"/>		WPPZ-FM 103.9	Burlington (Christian)
<input type="checkbox"/>		WKXW-FM 101.5	Burlington, Camden
<input type="checkbox"/>		WPRB 103.3	Burlington, Camden
<input type="checkbox"/>		WOGL 98.1	Burlington, Camden, Gloucester
<input type="checkbox"/>		WDAS-FM 105.3	Burlington, Camden, Gloucester
<input type="checkbox"/>		WKDU 91.7	Camden
<input type="checkbox"/>		WGLS-FM 89.7	Gloucester
<input type="checkbox"/>		WVLT 92.1	Gloucester
<input type="checkbox"/>		WIXM 97.3	Gloucester
<input type="checkbox"/>		WSJO 104.9	Gloucester

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE

TARGETS ENTIRE COAH REGION 5				
Weekly				
<input type="checkbox"/>		Al Dia	Philadelphia Area	Spanish-Language
<input type="checkbox"/>		Nuestra Comunidad	Central/South Jersey	Spanish-Language
TARGETS PARTIAL COAH REGION 5				
Weekly				
<input type="checkbox"/>		El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>		Ukrainian Weekly	New Jersey	Ukrainian community
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)				
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY		LOCATION
Burlington County				
<input type="checkbox"/>		Burlington County College	601 Pemberton Browns Mills Rd Pemberton	
<input checked="" type="checkbox"/>		Our Lady of Lourdes Medical Center	218 Sunset Rd Willingboro, NJ	
<input type="checkbox"/>		Medford Leas Continuing Care	1 Medford Leas Medford, NJ	
<input type="checkbox"/>		Virtua Geriatric Care Management	523 Fellowship Rd Mt Laurel, NJ	
<input checked="" type="checkbox"/>		Virtua Hospital, Mount Holly	Mount Holly, NJ	
Camden County				
<input type="checkbox"/>		Campbell Soup Company	Campbell Place Camden, NJ 08103-1701	
<input checked="" type="checkbox"/>		Lockheed Martin	Federal, Camden, NJ 08102	
<input checked="" type="checkbox"/>		Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102	
<input checked="" type="checkbox"/>		Cooper Health System	One Cooper Plaza Camden, NJ 08102	
<input type="checkbox"/>		L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103	
<input type="checkbox"/>		Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ	
<input type="checkbox"/>		Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ	
Gloucester County				
<input checked="" type="checkbox"/>		Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096	
<input checked="" type="checkbox"/>		Rowan University	201 Mullica Hill road Glassboro, NJ 08028	
<input type="checkbox"/>		Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012	
<input type="checkbox"/>		U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro	
<input type="checkbox"/>		Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd,	

			Swedesboro, NJ
<input type="checkbox"/>		CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
<input type="checkbox"/>		Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
<input type="checkbox"/>		Sony Music	400 N Woodbury Rd, Pitman, NJ
<input type="checkbox"/>		Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
<input type="checkbox"/>		Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
<input type="checkbox"/>		Electric Mobility	591 Mantua Blvd, Sewell, NJ
<input type="checkbox"/>		Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ
<input type="checkbox"/>		Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086
<input type="checkbox"/>		Cornell & Company	224 Cornell Ln, Westville, NJ
<input type="checkbox"/>		Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Habitat for Humanity of Burlington County	Burlington County		Quarterly
Burlington County Board of Realtors	Burlington County		Quarterly
Camden County Board of Realtors	Camden County		Quarterly
Gloucester County Board of Realtors	Gloucester County		Quarterly
Burlington County Board of Social Services	Burlington County		Quarterly
Gloucester County Division of Social Services	Gloucester County		Quarterly
Camden County Board of Social Services	Camden County		Quarterly
Burlington County Office on Aging	Burlington County		Quarterly
Camden County Division of Senior Services	Camden County		Quarterly
Gloucester County Division of Senior Services	Gloucester County		Quarterly
Burlington County Housing Authority	Burlington County		Quarterly
Housing Authority of Gloucester County	Gloucester County		Quarterly
Fair Share Housing Center (FSHC)	The Region		Quarterly
Southern Burlington County Branch of the NAACP	Burlington County		Quarterly

Willingboro NAACP	Burlington County		Quarterly
Latino Action Network	The Region		Quarterly
Moorestown Ecumenical Neighborhood Development (MEND)	The Region		Quarterly
Lutheran Social Ministries of New Jersey	The Region		Quarterly
Camden County Council on Economic Opportunity	Camden County		Quarterly
Burlington County Community Action Program (BCCAP)	Burlington County		Quarterly

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Delanco Township Municipal Building, 770 Coopertown Road, Delanco, NJ – Janice Lohr, Clerk		
Delanco Township Library, 1303 Burlington Ave., Delanco, NJ – Katharina Radcliffe, Director		
4c. Sales/Rental Office for units (if applicable)		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality’s COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).	
Janice Lohr	

Township Clerk/Municipal Housing Liaison	

Signature	Date
_____	_____

APPENDIX O – DEVELOPMENT FEE ORDINANCE

Chapter 60. Fee and Escrow Schedule

§ 60-3. Development fees.

[Added 10-6-1997 by Ord. No. 12-1997; amended 1-24-2005 by Ord. No. 2005-4; 11-10-2008 by Ord. No. 2008-12]

A. Purpose.

- (1) In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- (2) Pursuant to P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through N.J.S.A. 40:55D-8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.
- (3) This section establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c. 46, Sections 8 and 32 through 38.^[1] Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This section shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.
[1] Editor's Note: See N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively.

B. Basic requirements.

- (1) This section shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
- (2) Delanco Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

C. Definitions. The following terms, as used in this section, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT

A development included in the Housing Element and Fair Share Plan and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

COAH or THE COUNCIL

The New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state.

DEVELOPER

The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE

Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

GREEN BUILDING STRATEGIES

Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

D. Residential development fees.

(1) Imposed fees.

- (a) Within all residential zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1 1/2% of the equalized assessed value for residential development, provided that no increased density is permitted.
- (b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1% of the equalized assessed value on the first two units and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided that zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

(2) Eligible exactions, ineligible exactions and exemptions for residential development.

- (a) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- (b) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- (c) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

- (d) Developers of residential structures demolished and replaced as a result of fire damage, flood or similar natural disaster shall be exempt from paying a development fee.
- E. Nonresidential development fees.
- (1) Imposed fees.
 - (a) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
 - (b) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
 - (c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.
 - (2) Eligible exactions, ineligible exactions and exemptions for nonresidential development.
 - (a) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee, of 2.5% unless otherwise exempted below.
 - (b) The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.
 - (c) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
 - (d) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time as the basis for exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
 - (e) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Delanco Township as a lien against the real property of the owner.
- F. Collection procedures.
- (1) Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit. For nonresidential developments, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," and complete as per the instructions provided.

- (2) For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential developer as per the instructions provided in Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (3) The construction official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- (4) Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- (5) The construction official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- (6) Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- (7) Should Delanco Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- (8) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- (9) Appeal of development fees.
 - (a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Delanco Township. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - (b) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Delanco Township. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund.

- (1) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer of the Township of Delanco for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - (a) Payments in lieu of on-site construction of affordable units;
 - (b) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - (c) Rental income from municipally operated units;
 - (d) Repayments from affordable housing program loans;
 - (e) Recapture funds;
 - (f) Proceeds from the sale of affordable units; and
 - (g) Any other funds collected in connection with Delanco Township's affordable housing program.
- (3) Within seven days from the opening of the trust fund account, Delanco Township shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH, to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- (4) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

H. Use of funds.

- (1) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address Delanco Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- (2) Funds shall not be expended to reimburse the Township for past housing activities.
- (3) At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
 - (a) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
 - (b) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle the Township of Delanco to bonus credits pursuant to N.J.A.C. 5:97-3.7.

- (c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
 - (4) The Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
 - (5) No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the Affordable Housing Trust Fund.
- I. Monitoring. Delanco Township shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH or approved by the court. All monitoring reports shall be completed on forms designed by COAH.
 - J. Ongoing collection of fees. The ability for Delanco Township to impose, collect and expend development fees shall expire with its substantive certification from COAH or judgment of compliance from the court (as the case may be) unless the Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification or the entry of a judgment of compliance from the court, and has received COAH's approval of its development fee ordinance. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or its judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Delanco Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Township retroactively impose a development fee on such a development. Delanco shall not expend development fees after the expiration of its substantive certification or judgment of compliance.